

## City of Blue Ridge

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480 West First Street • Blue Ridge, Georgia • (706) 632-2091

City of Blue Ridge  
Council Meeting Minutes  
City Hall  
480 West First Street  
June 14, 2016 at 6:00 p.m.

Present: Mayor Pro Tem Rodney Kendall  
Council Members Angie Arp, Harold Herndon,  
Bruce Pack and Rhonda Thomas  
City Clerk Kelsey Ledford  
City Attorney R. David Syfan

Absent: Mayor Donna Whitener

1) Call Meeting to Order:

Council Member Angie Arp made a motion to call the meeting to order. The motion was seconded by Council Member Bruce Pack. The Council voted 5-0. Motion carried.

2) Prayer and Pledge of Allegiance:

Council Member Bruce Pack offered a word of prayer followed by the Pledge of Allegiance.

3) Council Meeting Rules of Procedures:

Mayor Pro Tem Rodney Kendall stated that a copy of the rules of procedures was available at the Council desk.

4) Approval of Minutes:

- a) Council Member Rhonda Thomas made a motion to approve the April 19, 2016 Special Called Council Meeting Minutes (including executive session minutes). The motion was seconded by Council Member Angie Arp. The Council voted 5-0. Motion carried.
- b) Council Member Rhonda Thomas made a motion to approve the April 22, 2016 Special Called Council Meeting Minutes. The motion was seconded by Council Member Bruce Pack. The Council voted 5-0. Motion carried.
- c) Council Member Rhonda Thomas made a motion to approve the May 10, 2016 Council Meeting Minutes (including executive session minutes). The motion was seconded by Council Member Angie Arp. The Council voted 5-0. Motion carried.
- d) Council Member Rhonda Thomas made a motion to approve the June 6, 2016 Special Called Council Meeting Minutes (includes executive session minutes). The motion was seconded by Council Member Angie Arp. The Council voted 5-0. Motion carried.

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- 5) Jarrard & Davis, LLP Phase Two Findings Report in Regards to Investigation—Ken Jarrard:  
Council Member Rhonda Thomas made a motion to allow Attorney Ken Jarrard additional time rather than limit his presentation to the regular allotted five minutes. The motion was seconded by Council Member Angie Arp. The Council voted 5-0. Motion carried. Mr. Jarrard began his presentation by discussing how the investigation arrived at phase two. After he established how phase two began he began to discuss his seventeen page report (attached). After he went over and explained his report he informed the Council that his investigation was complete and asked if there were any questions. There being none, Mr. Jarrard thanked the Council for allowing his firm the opportunity to serve Blue Ridge and left the meeting.
- 6) Appeal of Zoning Board of Appeals Decision:  
Attorney Frank Moore presented the Council with an amended appeal along with photographs of the subject property (attached). Mr. Moore explained that his clients, Mr. and Mrs. Whaley were requesting a 9.5 foot variance because their contractor had built a deck that encroaches the rear setback requirements. He further explained that the Zoning Board of Appeals denied their request for a variance and that he would like to request that the Council allow the variance since he believed that all conditions of the Zoning Ordinance have been met. Council Member Angie Arp made a motion to allow additional time since the allotted five minutes had expired. The motion was seconded by Council Member Rhonda Thomas. The Council voted 5-0. Motion carried. Council Member Rhonda Thomas requested that Council Member Harold Herndon speak since he met with Mr. and Mrs. Whaley, Mr. Farmer (the adjacent property owner who objected the variance), Mayor Whitener, and Zoning Administrator Roy Parsons. Mr. Herndon explained that Mr. Farmer no longer objected to the variance but would like Mr. and Mrs. Whaley to add a wall between the two properties. After some discussion Mrs. Whaley agreed to add a wall between the properties. Attorney David Syfan explained the Council's options. After some discussion about their different options, Council Member Harold Herndon asked Roy Parsons if the wall is supposed to be four feet or five feet. Mr. Parsons responded that the wall is supposed to be five feet but that required addition permitting and explained that Mr. Farmer had stated that he did not want to cause any harm to the Whaley's. Council Member Rhonda Thomas made a motion to overturn the Zoning Board of Appeals recommendation and to grant a 9.5 foot variance with a maximum five foot sloping wall. The motion was seconded by Council Member Harold Herndon. The Council voted 4-1 with Council Member Rodney Kendall opposed. Motion carried.
- 7) Skid Steer Purchase-Tammy Decker:  
Tammy Decker with Rural Development explained that Mayor Whitener had approached her about financing the purchase of a skid steer. Ms. Decker explained that RD was able to finance the purchase as well as grant funding. She explained that the Council received a letter of conditions last month. She continued to explain that certain conditions have to be met. The maximum loan amount is \$19,100.00. A maximum grant amount of \$24,900.00. The City will

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execute a promissory note and grant agreement, and the repayment schedule for the loan will be over five years beginning when the loan is closed. It will be paid in annual payments one year after closing and the interest rate is 2.875%. Ms. Decker continued to discuss a few other requirements that the City is already working on. Council Member Rhonda Thomas made a motion to accept the loan and grant terms and to allow Rodney Kendall to sign the paperwork as Mayor Pro Tem. The motion was seconded by Council Member Angie Arp. The Council voted 4-0 with Council Member Harold Herndon not present at the time of the vote. Motion carried.

8) East Main Street-Matt Smith:

Carter and Sloope Engineer Matt Smith discussed the East Main Street renovation project. He announced that the original proposed schedule gives an August 8<sup>th</sup> start date but that since the schedule was proposed the Council has asked for an optional schedule (attached) with a January 2-9 start date. Council Member Angie Arp made a motion to allow additional time after the allotted five minutes expired. The motion was seconded by Council Member Rhonda Thomas. The Council voted 5-0. Motion carried. After Mr. Smith and the Council discussed the project further, Council Member Angie Arp made a motion to begin the construction in January 2017 following the optional schedule. The motion was seconded by Council Member Rhonda Thomas. The Council voted 5-0. Motion carried.

9) Carter & Sloope Task Release II (updated)-Matt Smith:

Matt Smith explained that the Task Release II has been updated to have a total project cost of \$1,600,00.00 therefore the engineering cost will be \$137,500.00. Council Member Angie Arp asked for a detailed breakdown of the entire East Main Street project. Mr. Smith informed Ms. Arp that Carter & Sloope could provide that information as requested. Council Member Angie Arp made a motion to allow additional time after the allotted five minutes expired. The motion was seconded by Council Member Rhonda Thomas. The Council voted 5-0. Motion carried. After some further discussion, Council Member Rhonda Thomas made a motion to approve the updated Task Release II (attached). The motion was seconded by Council Member Bruce Pack. The Council voted 5-0. Motion carried.

10) Carter & Sloope Invoice No. 21057 Downtown Improvements, East Main Street Approval-Matt Smith:

Matt Smith explained invoice no. 21057 (attached) and informed the Council that the total fee and percentage complete would change now that Task Release II has been updated and that a total project cost has been established. Council Member Rhonda Thomas made a motion to approve the invoice and for it to be paid from SPLOST funds. The motion was seconded by Council Member Angie Arp. The Council voted 5-0. Motion carried.

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11) City Park and New BBQ Pit Location:

Carlie Hammond discussed the letter that she provided to the Council (attached) and notified them of four possible locations for the BBQ pit in the park. Council Member Angie Arp made a motion to allow additional time after the allotted five minutes expired. The motion was seconded by Council Member Bruce Pack. The Council voted 5-0. Motion carried. Council Member Angie Arp discussed the need to install a new playground at the park. She said that \$100,000.00 would allow for a great park. She informed the Council that there was about \$150,000.00 in unrestricted hotel/motel funds. She mentioned that after Kiwanis received their grant in July maybe they could reimburse the City if needed. Council Member Angie Arp made a motion to allow herself to contact Game Time and ask for a design and cost of a playground drawing with the BBQ pit remaining in its existing location. The motion was seconded by Council Member Rhonda Thomas. The Council voted 5-0. Motion carried. Council Member Rodney Kendall made the motion to allow Ms. Arp to work on the park design and to use employees as needed. The motion was seconded by Council Member Rhonda Thomas. The Council voted 5-0. Motion carried. Council Member Angie Arp made a motion to leave the BBQ pit in the existing location (at the time the Council could not remember if a motion had been made about this). Council Member Rhonda Thomas seconded the motion. The Council voted 5-0. Motion carried.

12) 2016 GEFA Loan and Resolution-Matt Smith:

Matt Smith explained that the GEFA loan grant is for phase two of the meter replacement project. Council Member Rhonda Thomas made a motion to adopt the 2016 GEFA Loan Resolution (attached). The motion was seconded by Council Member Angie Arp. The Council voted 5-0. Motion carried.

13) Abandonment of Davis Street:

- a) Council Member Rhonda Thomas made a motion to approve the Certification of Abandonment (attached). The motion was seconded by Council Member Angie Arp. The Council voted 5-0. Motion carried.
- b) Council Member Rhonda Thomas made a motion to adopt the Davis Street Abandonment Resolution (attached). The motion was seconded by Council Member Bruce Pack. The Council voted 5-0. Motion carried.
- c) Council Member Rhonda Thomas made a motion to approve the quit claim deeds for HNL Properties, LLC, Toccoa Wilderness Properties, LLC and MJW, Inc. (attached) and to allow Mayor Whitener or Mayor Pro Tem Rodney Kendal to execute them. The motion was seconded by Council Member Bruce Pack. The Council voted 5-0. Motion carried.

14) FY2015 Budget Amendment:

Council Member Rhonda Thomas made a motion to approve FY2015 Budget Amendment No. 3 (attached). The motion was seconded by Council Member Angie Arp. The Council voted 5-0. Motion carried.

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15) FY2017 Work Detail Agreement:

Council Member Angie Arp made a motion to approve the work detail agreement (attached). The motion was seconded by Council Member Bruce Pack. The Council voted 5-0. Motion carried.

16) Zoning Appeals Board Vacancy:

Nancy Wehunt's position became vacant on June 13, 2016. Cindy Trimble and Charles Kisselburg submitted applications for the position. The Council took an anonymous vote that was 3-2 in Mr. Kisselburg's favor. Council Member Angie Arp made a motion to appoint Mr. Kisselburg to a four year term on the Zoning Appeals Board. The motion was seconded by Council Member Bruce Pack. The Council voted 5-0. Motion carried.

17) Planning Commission Recommendation for Sign Ordinance Amendment:

Zoning Administrator Roy Parsons explained that the Planning Commission held a public hearing on December 15, 2015 and recommended that the proposed changes to the Sign Ordinance be adopted. The Planning Commission's recommendation is attached. Council Member Angie Arp made a motion to accept the Planning Commission's Recommendation and adopt the changes. The motion was seconded by Council Member Rhonda Thomas. The Council voted 5-0. Motion carried.

18) Review Proposed New Sign Ordinance to Replace Existing Blue Ridge Sign Ordinance:

The Council was presented a draft ordinance with changes to the Sign Ordinance (attached). During discussion, the allotted time limit expired. Council Member Angie Arp made a motion to allow additional time. The motion was seconded by Council Member Rhonda Thomas. The Council voted 5-0. Motion carried. After some discussions between the Council and Zoning Administrator Roy Parsons, Council Member Angie Arp made a motion to allow the Council's recommendation to go to the Planning Commission. The motion was seconded by Council Member Rhonda Thomas. The Council voted 4-0, Council Member Harold Herndon was not present at the time of the vote. Motion carried.

19) Review Proposed Amendment to the Zoning Ordinance:

After some discussion between Zoning Administrator Roy Parsons and Council Member Angie Arp, Council Member Rhonda Thomas made a motion to send the proposed Amendment of the Zoning Ordinance to the Planning Commission (attached). The motion was seconded by Council Member Angie Arp. The Council voted 5-0. Motion carried.

20) GDOT TE Project, Street Scape Phase IV:

Zoning Administrator Roy Parsons described how the three engineering firms were evaluated by himself, the Mayor and the City Clerk. He also explained that Keck & Wood received the highest score from each of the evaluators and that the evaluators recommended that the Council approve him to negotiate a contract and price with Keck & Wood for Street Scape Phase IV. Council Member Rhonda Thomas made a motion to allow the city administrators proceed with

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negations with Keck & Wood. The motion was seconded by Council Member Angie Arp. The Council voted 5-0. Motion carried.

21) Mayor Reports:

Mayor reports was skipped since Mayor Whitener was not present.

22) Hotel/Motel Restricted Funding:

Mayor Pro Tem Rodney Kendall explained that the City could not give unrestricted funds for the firework display at the Marina. Council Member Rhonda Thomas made a motion to rescind the previous motion to give \$5,000 to the Marina for the fireworks display and to give the \$5,000 to the Chamber for general advertising. The Motion was seconded by Council Member Angie Arp. The Council voted 5-0. Motion carried.

23) FEMA Disaster Grant Award Approval and Authorization of Certifying Official:

Roy Parsons explained that the FEMA grant was for Trakside Lane road damage and debris removal. He continued to inform the Council that the City would need to get permission from the Railroad Company in order to repair the damage. Council Member Rhonda Thomas made a motion to approve the FEMA Disaster Grant Award (attached) subject to Railroad approval and to make Mayor Whitener the certifying official. The motion was seconded by Council Member Angie Arp. The Council voted 5-0. Motion carried.

24) Purchasing Approval of Tires for City Vehicles:

The Council was presented two quotes for the purchase of tires for the City vehicles. Council Member Rhonda Thomas made a motion to approve the Williams Tire quote in the amount of \$10,706.88 (attached). The motion was seconded by Council Member Angie Arp. The Council voted 5-0. Motion carried.

25) Water Treatment Plant Equipment Calibration Approval (Required by EPD):

Council Member Angie Arp made a motion to approve the two quotes from Aqua Summit in the total amount of \$6,000.00 yearly (attached). The motion was seconded by Council Member Rhonda Thomas. The Council voted 5-0. Motion carried.

26) Robert's Way Gates:

Council Member Rhonda Thomas made a motion to table the topic. The motion was seconded by Council Member Bruce Pack. The Council voted 5-0. Motion carried.

27) Jarrard & Davis, LLP April 2016 Invoice Approval:

Council Member Rhonda Thomas made a motion to approve the Jarrard & Davis, LLP April 2016 Invoice in the amount of \$6,023.60 (attached). The motion was seconded by Council member Angie Arp. The Council voted 5-0. Motion carried.

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28) Wastewater Camera Quote Approval:

The Council was presented three quotes for a wastewater camera (attached). After some discussion, Council Member Rhonda Thomas made a motion to approve the quote from Fortiline if the City could still receive the promotion stated on the quote, if not then the Council would prefer approving the quote from Ferguson in the amount of \$12,700.00. The motion was seconded by Council Member Bruce Pack. The Council voted 5-0. Motion carried.

29) Security System Quotes:

Council Member Rhonda Thomas made a motion to table the topic. The motion was seconded by Council Member Angie Arp. The Council voted 5-0. Motion carried.

30) Welch, Walker & Associates, PC, CPAs Invoice No. A16014:

Council Member Rhonda Thomas made a motion to approve Welch, Walker & Associates Invoice No. A16014 in the amount of \$10,000.00 (attached). The motion was seconded by Council Member Bruce Pack. The Council voted 5-0. Motion carried.

31) Tree City Nursery & Landscaping Statement No. 1001:

The Council was presented a statement in the amount of \$3,894.61 (attached). The Council discussed the statement and inquired if the invoices could be paid from the grant funds that the City has received. Mayor Whitener who has been in charge of renovations at the park was not present to answer questions of the Council. Council Member Rhonda Thomas made a motion to approve the statement and to pay it from grant funds. The motion was seconded by Council Member Angie Arp. The Council voted 5-0. Motion carried.

32) Johnson Paving Invoice No. 2131:

The Council was presented an invoice in the amount of \$4,200.00 for asphalt patch on Mountain Street (attached). The Council questions in amount of the invoice. Council Member Rhonda Thomas made a motion to table the invoice. The motion was seconded by Council Member Angie Arp. The Council voted 5-0. Motion carried.

33) Harris Computer Systems Invoice No. LGMN00000002061, LGMN00000002493, and LGMN00000002928:

The Council was presented the invoices in the total amount of \$28,149.28 (attached). Council Member Rhonda Thomas made a motion to approve the invoices. The motion was seconded by Council Member Angie Arp. The Council voted 5-0. Motion carried.

34) Frank X. Moore—Zoning Board of Appeals Decision Appeal (Sycamore Crossing):

Mr. Moore did not speak at this time because he was given the chance to speak earlier in the meeting.

35) Cesar Martinez—The Blue Ridge Business Association:

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Angie Arp made a motion to allow additional time. The motion was seconded by Council Member Rhonda Thomas. The Council voted 5-0. Motion carried.

36) Michael Duke—Blue Ridge Trolley:

Mr. Duke did not attend the meeting.

37) Nancy Zimmerman—City Park (2 Minutes):

Ms. Zimmerman discussed the shade trees being cut down at the park and explained that she believed that the children were a low priority to the City.

38) Executive Session:

An executive session was not needed.

39) Adjournment:

Council Member Rhonda Thomas made a motion to adjourn the meeting. The motion was seconded by Council Member Bruce Pack. The Council voted 5-0. Meeting adjourned.



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Mayor Pro-Tem Rodney Kendall



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City Clerk Kelsey Ledford

July 12, 2016

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Approved





# JARRARD & DAVIS, LLP

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## MEMORANDUM

To: The City of Blue Ridge—Mayor and City Council

From: Ken E. Jarrard, Esq.; Megan N. Martin, Esq.; and Jeffrey J. Costolnick, Esq.

Date: June 14, 2016

Subject: City of Blue Ridge Investigation: Phase Two Findings

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On November 10, 2015, the Blue Ridge City Council appointed Jarrard & Davis, LLP (Jarrard & Davis) to undertake a review of the City of Blue Ridge's (the "City's") policies and practices with respect to governmental operations, to identify areas where the City is not or may not be complying with pertinent local or state law, to identify any elected officials that are acting in a manner inconsistent with pertinent local or state law, and to otherwise make recommendations regarding the improvement of City operations. Jarrard & Davis, LLP proposed a two-phased approach to performing this review.

The first phase of the investigation ("Phase I") consisted of a series of interviews with senior staff and officials for purposes of issue spotting. On February 2, 2016, Jarrard & Davis, LLP, through attorney Ken Jarrard, presented the findings from Phase I to the City, along with a "Master List" of recommendations for further scrutiny during the proposed second phase of the investigation ("Phase II"). See, Exhibit A, pg. 7. The "Master List" identified the following issues as warranting investigation:

1. The financial accountability of a City Department regarding reported, irregular liquidation of City assets and accounting of cash transactions;
2. The ongoing questions regarding the Mayor's legal place of residence – to include permitting – in order to definitively conclude that matter; and
3. A review of whether City officials are (or have in the recent past) utilized City resources for personal gain or the betterment of their friends and families. *Id.*

Phase II of the investigation was authorized by the City Council and involved a thorough investigation of each of the issues identified in the Phase I "Master List." During Phase II, Jarrard & Davis attorneys met with the following individuals, either in-person, by telephone, or both, between the dates of April 14, 2016 and May 25, 2016:

- Finance Director Alicia Stewart;
- Police Chief Johnny Searce;
- Mayor Donna Whitener;
- Council Member Angie Arp;
- Police Lieutenant Gary Huffman;
- Council Member Rodney Kendall; and
- Former City Administrator Bill Sowers.<sup>1</sup>

Additionally, Jarrard & Davis attorneys spoke individually via telephone conference with several additional individuals outside of the City government who were reported to have additional information regarding issues on the "Master List," based on their business relationships with the City or general knowledge of the facts. The identities of non-City personnel contacted in the course of this investigation are not included in this report due to privacy considerations.

Similar to Phase I, during the Phase II interviews, the Interviewees were advised that Jarrard & Davis, LLP has not entered into an attorney-client relationship with the City or the individuals being interviewed. Each Interviewee was asked a pre-set list of questions and provided the opportunity to explain any relevant information regarding the issues on the "Master List." Some Interviewees also chose to share correspondence, photographs, or other documentation with the Jarrard & Davis, LLP attorneys relating to their personal knowledge regarding the issues addressed. It is worthy of emphasis that Jarrard & Davis did not have the subpoena power as part of this investigatory process. Therefore, while we were able to interview witnesses and ask very direct and probing questions, we could not compel individuals to cooperate nor were individuals placed under oath during the course of providing their responses.

### **Phase II Investigation Findings**

#### **I. Report of irregular liquidation of City assets and improper accounting of cash transactions by the City Police Department.**

The first issue on the "Master List" provided that "[f]urther investigation into the financial accountability of a City Department regarding reported, irregular liquidation of City assets and accounting of cash transactions should be undertaken." This involved questions of possible financial irregularities implicating the liquidation of Police Department handguns, with

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<sup>1</sup> Zoning Administrator Roy Parsons was unwilling to meet with the attorneys from Jarrard & Davis, LLP during Phase II of the investigation when contacted for that purpose.

no accounting for the disposal of said property or receipt of revenue related to their disposal. Furthermore, questions were raised during Phase I regarding whether the Police Department may have received revenue from the sale of annual Police Department calendars and/or the sale of advertising space within those calendars wherein that revenue was not accounted for.<sup>2</sup>

During Phase II of the investigation, Jarrard & Davis, LLP conducted a review of the underlying financial transactions relating to the Police Department to verify whether all such transactions were performed in accordance with applicable law and best practices. Below is a summary of the information obtained and documentary evidence acquired during the investigation.

a. Police Department Handguns

In 2014, the Police Department received fund raising donations from several local citizens for purposes of purchasing new equipment for the Department, including new handguns, which amounted to a total donation of approximately \$3,916.00. See, Exhibit B. The Police Department, through Lieutenant Gary Huffman, contacted Smyrna Police Distributors, in Smyrna, Georgia, to arrange to purchase new handguns with a combination of funding from those donations as well as revenue from the Police Department "confiscated asset fund" maintained by the City Finance Department.<sup>3</sup> On November 26, 2014, a sales representative for Smyrna Police Distributors provided a written quote for the purchase of twelve (12) GLOCK 22 Gen 4 .40 caliber handguns in the amount of \$4,908.00. See, Exhibit C. Based upon that quote and purchasing order, the City arranged to fund the remaining purchase amount of \$992.00 with revenue from the Police Department "confiscated asset" fund. The City Finance Director credited the donation checks into the appropriate City maintained "confiscated asset" public fund account and issued a single check in the amount of \$4,908.00 to Smyrna Police Distributors, on November 20, 2014, for the total purchase price of the handguns. See, Exhibit D.

Additionally, as part of the same transaction, the sales representative for Smyrna Police Distributors provided a written "trade-in" quote for the Department's existing ten (10) GLOCK 22 Gen 3 .40 caliber handguns, in the amount of \$2,700.00. See, Exhibit C. While the City chose to trade-in the original Department handguns to offset the purchase price for the new handguns, the City police officers opted to individually purchase their former service weapons for personal reasons. Therefore, the sales representative established an "Officer Buyback" program and quoted a sales price of \$315.50 per weapon for the officers to purchase their weapons. Id. Each of the officers participated in that buyback program and individually

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<sup>2</sup> It is important to remember that Jarrard & Davis' Phase I Master List was simply a list of topics raised that were worthy of additional investigation. No inference of wrongdoing or impropriety should arise by a topic being identified on the Master List – as no investigation was associated with compiling it.

<sup>3</sup> On June 9, 2009 the City Council voted unanimously to establish a bank account for the Police Department to maintain revenue donated to the Department and revenue seized or confiscated during City law enforcement operations. See, Exhibit E (June 9, 2009 Regular City Council Meeting Minutes).

purchased their service weapon from Smyrna Police Distributors with individual cashier's checks following the trade-in.

On December 19, 2014 Smyrna Police Distributors issued a check in the amount of \$2,700.00 to the City, labeled as "Credit for Department Trades." See, Exhibit F. Upon receipt, the City credited \$992.00 back to the "confiscated asset fund" to replenish the purchase debit for the new handguns, and was left with a balance of \$1,708.00. Due to reported confusion regarding the basis for the payment from Smyrna Police Distributors, that balance was distributed as partial "reimbursement" to each of the officers who participated in the handgun buyback program on January 8, 2015, through Police Chief Johnny Searce ("Chief Searce"). See, Exhibit G.

At the time those funds were distributed to the police officers the City Finance Department and City Council were reportedly aware of, and in agreement with the decision. However, while preparing the 2015 City audit the decision to reimburse the police officers was subsequently determined to be improper and the City Finance Department recognized that all of the funds should have been deposited into the Police Department fund. When the Finance Department discovered the error and brought it to the attention of the Police Department, the police officers, through Chief Searce, returned the money to the City on June 11, 2015, and the funds were placed into the appropriate City account. See, Exhibit H.

Our investigation has revealed that City financial policies were either lacking or otherwise inadequate prior to 2015, which resulted in poor record keeping, a confusing expenditure policy and, in this instance, an inappropriate distribution of City funds. It is that uncertainty that likely caused this financial error, which was promptly remedied upon its discovery. This error occurred prior to the City's adoption of new comprehensive purchasing policies which were implemented in the summer of 2015 to govern and regulate these types of transactions. Under the current policy, any purchase over \$3,500.00 must be pre-approved by vote of the City Council, then processed by the Finance Department. While the reimbursement of the \$1,708.00 to the officers was improper, the facts do not lead us to conclude it was the product of an improper motivation. Moreover, it was promptly remedied.

b. Police Department Calendars

The next issue involved the accounting of revenue from the sale of Police Department calendars and calendar advertisements. For approximately the past twenty (20) years, Chief Searce has reportedly worked with a national printing solutions company out of Vidalia, Georgia by the name of The Police & Sheriff's Press, Inc. ("The Press"), to produce police department calendars that are distributed throughout the communities in which he has served in a law enforcement capacity. Those calendars raise funds from local businesses through the sale of advertising space within the calendar. Chief Searce initiated this program as a Blue Ridge

fundraiser, and the Department produces at least one calendar per year.<sup>4</sup>

These calendars are given away at no charge to citizens and businesses within the City. The sole form of revenue generated through this program comes from the sale of advertisements in the calendar. The advertising sales are handled by representatives from the Press and no money is received or maintained by the City, the Police Department, or its officers. The calendar advertising revenue is accounted for and maintained by the Press, and a portion of the revenue is reportedly reserved for the purchase of law enforcement equipment for the City Police Department, upon the City's request. The Press reportedly maintains a separate account for the City of Blue Ridge Police Department's portion of revenue from the advertising sales and, when the Police Department is in need of certain equipment, the Press provides the necessary funding directly to the City Finance Department, as long as funds remain available. See e.g., Exhibit I.

Through the course of this investigation, Jarrard & Davis, LLP found no evidence of financial malfeasance or impropriety on the part of the Police Department with regard to this calendar program. However, the business practice as described does not fully protect the City's interests and it is recommended that the business model be amended to more appropriately reflect present-day best management practices. There is no written agreement of any kind between the City and the Press and there is no system in place by which the Press provides an accounting report to the City to identify the revenue received from the Police Department calendars and/or what is allocated to the City.

Unfortunately, while this sort of informal financial relationship may have been customary when this relationship was conceived (roughly 20 years ago), we now live in an environment where transparency and accountability are foundational in government institutions. It is likely that there are mixed motives by the business owners in making contributions to become part of the calendar program. First, the businesses are likely interested in having their business advertised for singularly self-motivated reasons. However, another reason is because they are of the belief that the calendars serve as an income generator for the City of Blue Ridge Police Department. In other words, many of these businesses are likely providing funding to this calendar program, at least in part, based upon their civic-minded sense of community. Consequently, it is both appropriate and a best practice to memorialize this relationship in an agreement between the Press and Blue Ridge in order to definitively understand (1) the amount of total contributions made for the calendar, (2) the offset the press charges with respect to administrative costs for production of the calendars, as well as any overhead or profit they retain for themselves, (3) the amount of expected revenue that will be provided to the City of Blue Ridge from the calendar sales, and (4) confirmation that all funds will be tendered to the City of Blue Ridge for retention and drawdown from the City Finance Department – in order to ensure the funds are part of the City's annualized audit. While this will in fact constitute a greater level of formality that has heretofore accompanied this program, these funds are being provided by businesses with the expectation that they will inure to the benefit of the City of Blue Ridge, and

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<sup>4</sup> The Press reportedly maintains similar business relationships with more than 400 governmental entities throughout the State of Georgia, and many more nationally; including law enforcement, judicial districts, prosecuting offices, attorney generals, and more.

therefore it is appropriate that a heightened degree of accountability and transparency accompany this transaction.

**II. Report that the Mayor does not maintain her legal place of residence within the City limits.**

The second issue on the "Master List" considered worthy of further investigation was "[t]he ongoing questions regarding the Mayor's legal place of residence – to include permitting . . .", which relates to allegations that the current City Mayor, Mayor Donna Whitener ("Mayor Whitener"), does not reside within the City limits. Section 2.10(b) of the City Charter provides as follows:

*(b) The mayor and councilmembers shall serve for terms of four years and until their respective successors are elected and qualified. No person shall be eligible to serve as mayor or councilmember unless he shall have been a resident of this city for 12 months immediately preceding the election of mayor or councilmembers; each such person shall continue to reside within the city during said period of service and shall be registered and qualified to vote in municipal elections of this city. No person's name shall be listed as a candidate on the ballot for election for either mayor or councilmember unless such person shall file a written notice with the clerk of said city that he desires his name to be placed on said ballot as a candidate either for mayor or councilmember. No person shall be eligible for the office of mayor or councilmember unless such person shall file above said notice within the time provided for in Chapter 3 of Title 21 of the O.C.G.A., the "Georgia Municipal Election Code."*

City of Blue Ridge Charter of 1989, 1989 Ga. Law 3823 (Section 2.10(b)). Accordingly, this issue is threefold—whether Mayor Whitener: (1) was a resident of the City for 12 months immediately preceding her election; (2) continues to reside within the City during her period of service; and (3) is registered and qualified to vote in the City.

Mayor Whitener has acknowledged that she is aware of these allegations and has provided documentation to this office as part of her efforts at aiding in the investigation. Mayor Whitener was elected to office in 2010. She currently owns property at 266 Orvin Lance Drive (previously numbered as 169 Orvin Lance Connector), which is within the boundaries of the City, and in 2006, constructed a 65,000 square foot (approx.) home furnishing outlet business on that property, with several tenant spaces. Above the aforementioned furnishing business, on the mezzanine level within the same structure, exists a two bedroom 1,650 square foot (approx.) residential apartment.

The City Building Inspector confirmed that the building was built in accordance with the City zoning requirements and, on March 10, 2006, Mayor Whitener was issued a certificate of

occupancy for that structure. See, Exhibit J. The general contractor who reportedly constructed this structure has confirmed verbally and in writing that “[i]n the plans for [the 266 Orvin Lance Drive] property with Donna Whitener & Clyde Fortner we discussed and confirmed that an apartment was to be included in the building. We also confirmed that the apartment was to be used as a residence for Donna Whitener.” See, Exhibit K. On January 30, 2006, a site inspection and building evaluation was performed in connection with that property, which revealed “[t]he small residence located in the mezzanine level appeared to have full interior finishes.” See, Exhibit L, pg. 2.

According to the Fannin County Board of Elections, Mayor Whitener has been registered to vote in Fannin County since 1992, and registered to vote in the City, under the 266 Orvin Lance Drive address, since at least 2008 (her last voter registration “status change” being shown as March 4, 2008). Therefore, the third question regarding voter registration has clearly been met and the primary focus of the investigation into this matter involved the first and second questions, regarding “residency.”

The legal definition of what constitutes “residency” is by its very nature a somewhat amorphous legal concept. For guidance, we turn to the Georgia elections statute, O.C.G.A. § 21-2-217, which sets forth a defined index of “rules for determination of residence” with regard to voter registration and qualification, and provides, in relevant part, as follows:

*(a) In determining the residence of a person desiring to register to vote or to qualify to run for elective office, the following rules shall be followed so far as they are applicable:*

- (1) The residence of any person shall be held to be in that place in which such person's habitation is fixed, without any present intention of removing therefrom;*
- (2) A person shall not be considered to have lost such person's residence who leaves such person's home and goes into another state or county or municipality in this state, for temporary purposes only, with the intention of returning, unless such person shall register to vote or perform other acts indicating a desire to change such person's citizenship and residence;*
- (3) A person shall not be considered to have gained a residence in any county or municipality of this state into which such person has come for temporary purposes only without the intention of making such county or municipality such person's permanent place of abode;*
- (4) If a person removes to another state with the intention of making it such person's residence, such person shall be considered to have lost such person's residence in this state;*

- (4.1) *If a person removes to another county or municipality in this state with the intention of making it such person's residence, such person shall be considered to have lost such person's residence in the former county or municipality in this state;*
- (5) *If a person removes to another state with the intention of remaining there an indefinite time and making such state such person's place of residence, such person shall be considered to have lost such person's residence in this state, notwithstanding that such person may intend to return at some indefinite future period;*
- (6) *If a person removes to another county or municipality within this state with the intention of remaining there an indefinite time and making such other county or municipality such person's place of residence, such person shall be considered to have lost such person's residence in the former county or municipality, notwithstanding that such person may intend to return at some indefinite future period;*
- (7) *The residence for voting purposes of a person shall not be required to be the same as the residence for voting purposes of his or her spouse;*
- (8) *No person shall be deemed to have gained or lost a residence by reason of such person's presence or absence while enrolled as a student at any college, university, or other institution of learning in this state;*
- (9) *The mere intention to acquire a new residence, without the fact of removal, shall avail nothing; neither shall the fact of removal without the intention;*
- (10) *No member of the armed forces of the United States shall be deemed to have acquired a residence in this state by reason of being stationed on duty in this state;*
- (11) *If a person removes to the District of Columbia or other federal territory, another state, or foreign country to engage in government service, such person shall not be considered to have lost such person's residence in this state during the period of such service; and the place where the person resided at the time of such person's removal shall be considered and held to be such person's place of residence;*
- (12) *If a person is adjudged mentally ill and is committed to an institution for the mentally ill, such person shall not be considered to have gained a residence in the county in which the institution to which such person is committed is located;*

- (13) *If a person goes into another state and while there exercises the right of a citizen by voting, such person shall be considered to have lost such person's residence in this state;*
- (14) *The specific address in the county or municipality in which a person has declared a homestead exemption, if a homestead exemption has been claimed, shall be deemed the person's residence address; and*
- (15) *For voter registration purposes, the board of registrars and, for candidacy residency purposes, the Secretary of State, election superintendent, or hearing officer may consider evidence of where the person receives significant mail such as personal bills and any other evidence that indicates where the person resides.*

O.C.G.A. § 21-2-217(a); see also, Cook v. Board of Registrars of Randolph County, 320 Ga. App. 447, 449, 740 S.E.2d 223, 225 (2013) (“[w]herever a form of the word “reside” occurs either in the statutes or in the constitution of Georgia with respect to voting, it should be construed to mean “domicile.”). Accordingly, one’s tacit or explicit *intention* concerning his/her place of domicile is a largely determinative factor in discerning residency. *Id.* In Cook, the Court of Appeals held that where an individual does not take up an actual residence elsewhere with the “avowed intention” of making a change in domicile, he/she will not be considered as having changed their domicile. Cook, *supra*, 320 Ga. App. at 453.

Mayor Whitener disclosed that she owns several other properties within the State of Georgia, which are not located within the City, and that on occasion she spends time at those properties. However, she maintains that her primary residence is the 266 Orvin Lance Drive address. She declares that she receives her personal mail at that address, and this investigation has revealed no evidence to the contrary. She declares that she has never filed for a homestead exemption regarding any of her properties, and our review of property tax records support that assertion.

Based upon the documentary evidence that we have obtained and reviewed, as well as our interviews with the Mayor, we find nothing to suggest that the Mayor’s residence is any place other than 266 Orvin Lance Drive. Does that mean that we have exhausted every possible means of ruling out that another location could serve as the actual residence? No; however, the ability to prove otherwise would involve an evidentiary undertaking that is beyond the scope of this investigation. The only way we believe it would possible to discount the considerable documentary evidence establishing that 266 Orvin Lance Drive is the Mayor’s residence would be (1) the recruitment of private investigators to literally “stake out” and determine where the Mayor appears to reside in the evenings, and/or (2) interviews with family, friends, and acquaintances (none of whom would have to cooperate with Jarrard & Davis given the absence of the subpoena power) to determine via sworn testimony whether the Mayor actually resides at a location other than 266 Orvin Lance Drive. In the absence of those very invasive investigatory techniques, we believe the findings we have made above constitute the best readily available evidence with respect to this residency issue. We are comfortable with the conclusions yielded

therefrom and believe for all practical purposes this matter should be put to rest.

**III. Report of City officials having utilized City resources for personal gain or the betterment of their friends and families.**

During Phase I of the investigation several issues were raised concerning City officials having potentially utilized City resources for personal gain or the betterment of their friends and families. Therefore, the third and final issue on the "Master List" considered worthy of further investigation was "whether City officials are (or have in the recent past) utilized City resources for personal gain or the betterment of their friends and families (e.g., Council Members allegedly providing gravel or other City-provided improvements to family members or friends) . . .". The individual allegations and information obtained through the course of this investigation regarding each are summarized below.

a. Giving Away or Gifting of City Property

In 2009, the City voted to give away property at the end of West Main Street to a City resident at no cost to that resident. Section 6.32 of the City Charter ("Sale of Property") provides as follows:

*(a) The city council may sell and convey any real or personal property owned or held by the city for governmental or other purposes as now or hereafter provided by law.*

*(b) The city council may quitclaim any rights it may have in property not needed for public purposes upon request by the mayor and adoption of a resolution, both finding that the property is not needed for public or other purposes and that the interest of the city has no readily ascertainable monetary value.*

*(c) Whenever in opening, extending, or widening any street, avenue, alley, or public place of the city a small parcel or tract of land is cut off or separated by such work from a larger tract or boundary of land owned by the city, the city council may authorize the mayor to execute and deliver in the name of the city a deed conveying said cut-off or separated parcel or tract of land to an abutting or adjoining property owner or owners in exchange for rights of way of said street, avenue, alley, or public place when such exchange is deemed to be in the best interest of the city. All deeds and conveyances heretofore and hereafter so executed and delivered shall convey all title and interest the city has in such property, notwithstanding the fact that no public sale after advertisement was or is hereafter made.*

City of Blue Ridge Charter of 1989, supra, p. 3855 (Section 6.32).

Accordingly, pursuant to Section 6.32(b) of the City Charter, the City may quitclaim any rights it may have in a piece of property for which the City determines there is no public need

and for which there is no readily ascertainable monetary value. However, such action must be done pursuant to request by the Mayor and adoption of a Resolution. This investigation has revealed that during a public meeting on June 9, 2009 the City Council voted unanimously in favor of abandoning a right-of-way that ran through a resident's property, which the City reportedly had no need or purpose for, and conveying that property to the resident at no cost. See, Exhibit M. The deed for this exchange was reportedly executed by the City Attorney; however, this office has not received that document (i.e., the deed) to review prior to the drafting of this report. On December 17, 2009, the City Council voted unanimously to "authorize the Mayor [Robert Greene] and City Clerk to sign [the] Quit Claim Deed" for this transaction. Id.

While this transaction appears to have been conducted in accordance with the City Charter, the procedure raises separate concerns regarding compliance with state law—particularly, with respect to the "gratuities clause" of the Georgia Constitution and state statutes governing procedures for abandonment of real property. Georgia law plainly prohibits a government from granting "gratuities," which are ordinarily defined as "something given freely or without recompense; a gift." Rabun Cty. v. Mountain Creek Estates, LLC, 280 Ga. 855, 859, 632 S.E.2d 140, 145 (2006), quoting Garden Club of Ga. v. Shackelford, 266 Ga. 24, 24, 463 S.E.2d 470 (1995). Furthermore, to the extent that the City gave away a right-of-way that ran through a resident's property, there should have been compliance with the State of Georgia property abandonment procedures. In accordance with O.C.G.A. § 32-7-1, *et seq.*, the only way for local governments to relinquish a right-of-way is by abandoning it, which would require a determination by the City Council that the piece of property, as a matter of law, no longer served any "substantial public purpose" or that the City's interest demanded the road be abandoned. Among other requirements set forth by statute, any roadway abandonment must be initiated by a written request of an applicant, and would include a public hearing and proper notice, along with a certification of abandonment recorded in the minutes. The minutes of the June 9, 2009 and December 17, 2009 City Council meetings during which this matter was voted upon make no reference to any application or certification of abandonment. If the state abandonment procedures were not complied with there may be concerns with the validity of the transfer.<sup>5</sup>

As a general matter, if a city charter conflicts with state law, then the charter must yield to state law. See, City of Atlanta v. Shafer, 248 Ga. App. 518, 520, 546 S.E.2d 565, 567 (2001) ("powers which the legislature sets out in city charters 'are subject to limitations and preemptions imposed by general law.'"), quoting, Peacock v. Georgia Mun. Ass'n, Inc., 247 Ga. 740, 742, 279 S.E.2d 434, 437 (1981). Therefore, to the extent that the City Council followed the Blue Ridge Charter, but did not comply with state law in this area, the action may be improper. As such, it is recommended that this conveyance of property be reviewed by the City Attorney to ensure compliance with Georgia law.

b. Council Member Rodney Kendall's Driveway

In or about 2012, the City paved a portion of Council Member Rodney Kendall's previously unpaved driveway at his personal residence, at no cost to Council Member Kendall.

<sup>5</sup> It should be noted that even following abandonment, a disposition of the property should occur – but that is beyond the scope of this analysis.

Section 2.16 of the City Charter ("Prohibitions") provides that:

*(c) No elected official, appointed officer, or employee of the city or any agency or entity to which this charter applies shall use property owned by such governmental entity for personal benefit, convenience, or profit, except in accordance with policies promulgated by the city council or the governing body of such agency or entity.*

City of Blue Ridge Charter of 1989, supra, p. 3837 (Section 2.16).

Our investigation revealed that the paving project in question was performed pursuant to the direction and authority of the acting City Administrator at the time, Bill Sowers. Reportedly, the City Water & Sewer Department was tasked with installing an 18 inch water main along Ava Street, at or near Council Member Kendall's property. As part of that project, the Water & Sewer Department was required to connect the water main to an adjoining 2 inch waterline nearby, which required the City to dig across Council Member Kendall's driveway and place an exposed water valve in the driveway. Due to concerns that personal vehicles and the City garbage truck (which accesses that driveway weekly), may cause damage to the unprotected valve upon entering and exiting the driveway, the decision was made by Mr. Sowers to "form up and pour concrete to reinforce" the area surrounding the valve. Pursuant to instructions from Mr. Sowers, the City paved approximately the first eight (8) feet of the driveway, and covered the valve. See, Exhibit N (Photograph depicting driveway repair and valve placement). Council Member Kendall declares that he was out-of-town at the time of the project and that he did not request nor authorize work to be done. Mr. Sowers has confirmed that information.

As City Administrator, Mr. Sowers was authorized to perform such repair work with an estimated cost of \$1,000 or less, without obtaining pre-approval from the City Council. Mr. Sowers declares that this project was estimated to cost less than \$1,000. Mr. Sowers further confirmed that the paving project was ordered by him and on the basis of his concern for protecting the City's water main valve, and to avoid further repair costs in the event of the valve's potential damage by passing vehicles. This investigation has revealed no evidence to suggest that Council Member Kendall's driveway was paved at his request or by his order for his own benefit.

While our findings do not suggest any impropriety related to this improvement involving Council Member Kendall's driveway, the very fact that questions have swirled around this transaction for some time serve to support the notion that all in government must give heightened considerations to transactions which raise the appearance of impropriety. A best practice would be that if there is going to be an expenditure of City funds that serve to benefit elected officials or even employees, that some disclosure in a public forum be provided such that the public can know that there is no improper or self-interested dealing forming the basis for the transaction.

c. City Cell Phone Carrier Agreement

In or about 2011, the City voted to change its cell phone service provider from Verizon to

AT&T. This was raised as an issue of concern during Phase I of the investigation because two of the sitting Council Members at the time of that vote, Rodney Kendall and Michael Eaton, had reported ties to AT&T and potentially stood to benefit financially from the AT&T transaction. Council Member Kendall's wife was a manager at the AT&T store from which the sale originated, and Council Member Eaton was an AT&T employee, at a different store. Section 2.16 of the City Charter ("Prohibitions") further provides as follows:

*(a) No elected official, appointed officer, or employee of the city or any agency or political entity to which this charter applies shall knowingly:*

*(1) Engage in any business or transaction or have a financial or other personal interest, direct or indirect, which is incompatible with the proper discharge of his official duties or which would tend to impair the independence of his judgment or action in the performance of his official duties;*

*(6) Vote or otherwise participate in the negotiation or in the making of any contract with any business or entity in which he has a financial interest.*

*(b) Any elected official, appointed officer, or employee who has any private financial interest, directly or indirectly, in any contract or matter pending before or within any department of the city shall disclose such private interest to the city council. The mayor or any councilmember who has a private interest in any matter pending before the city council shall disclose such private interest and such disclosure shall be entered on the records of the city council, and he shall disqualify himself from participating in any decision or vote relating thereto. Any elected official, appointed officer, or employee of any agency or political entity to which this charter applies who shall have any private financial interest, directly or indirectly, in any contract or matter pending before or within such entity shall disclose such private interest to the governing body of such agency or entity.*

City of Blue Ridge Charter of 1989, supra, p. 3835 (Section 2.16).

According to the May 12, 2009 Regular City Council Meeting Minutes, Council Member Eaton abstained from that vote; while Council Member Kendall voted in favor. See, Exhibit O. Therefore, the limited issue presented is whether Council Member Kendall had a financial or other personal interest in the transaction that was incompatible with the proper discharge of his official duties, such that he should have abstained from the vote as well.

This investigation revealed that the transaction in question was handled by a sales representative for AT&T, and no evidence was found to indicate that Council Member Kendall's wife—and indirectly Council Member Kendall—stood to directly benefit from the transaction. The offer was structured by an individual sales representative for AT&T and was presented to the City Council during an open meeting for consideration. The contracts were negotiated and

executed by the sales representative and former City Administrator Bill Sowers, and we have obtained no evidence to indicate that any other AT&T employee received a commission or financial benefit of any kind from that deal, including Council Member Kendall's wife. Our discussions with the AT&T sales representative have verified this assertion.<sup>6</sup> Based on the information provided to our Firm during this investigation, there is no evidence to indicate that Council Member Kendall was obligated to abstain from that vote. Furthermore, Council Member Kendall advises that he discussed this issue with the City Attorney prior to his vote and that, based on the information provided to the City Attorney, Council Member Kendall was advised that he need not recuse himself from the vote.

Given that Council Member Kendall reports that he conferred with the City Attorney prior to casting his vote on this issue, this office is hard-pressed to conclude there was any impropriety associated with his voting on same. One of the reasons for having city and county attorneys is to run ethical issues by a lawyer and secure guidance for future conduct. Matters of ethical impropriety must be determined on a case by case basis. The most clear-cut example of when an elected official must recuse from a matter is when their interest is conflicted based upon some sort of financial or material gain or benefit arising out of their official action. A more difficult ethical conundrum arises when there is no financial or material gain to be derived by an elected official taking official action on a matter; but the circumstances by which you are asked to vote could lead an ordinary citizen to believe there is the appearance of impropriety associated with the activities. This can be a terribly challenging ethical matter to address and should be handled on a case by case basis. The best guidance we can provide is that if you believe that your official action may carry with it the appearance of impropriety, you should give serious consideration to recusal, obviously in tandem with consultation with the City Attorney. That appears to have been done here.

d. Graveling Resident's Parking Lot

In January 2014, the City graded and graveled a parking lot for a private business in the City at no cost to the business owner. This investigation has revealed that in the latter portion of 2013, a street paving project was performed by the City which resulted in the removal of a curb-cut from one area of the subject business property and replaced at another part of the property. Due to the newly located curb-cut, the business owner reported excessive water runoff onto her property that allegedly resulted in physical damage to the property. The business owner presented her complaints to the City Council during a regularly scheduled public meeting, and requested that the City repair the damage by grading and graveling the lot. During a subsequent public meeting on January 14, 2014, the City Council voted in favor of repairing the lot as requested. See, Exhibit P. Council Members confirmed that there was a perceived threat of litigation and that this was a business decision deemed to be in the City's best interest to avoid potential costly litigation. Our investigation has revealed no evidence to suggest this was an improper use of City funds.

If there is any criticism that could be leveled at this transaction; it would go back to the

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<sup>6</sup> Our discussions with AT&T were terminated when specific financial information was sought.

issue of accountability and transparency. If a local government is going to spend funds on private property to address a condition created by the government that may lead to litigation, that is certainly appropriate. Taking decisive and prompt action to remediate areas that could lead to litigation may in fact serve the interest of the taxpayer as it leads to an immediate (but lower) expenditure that will likely forgo a much larger expenditure if litigation is required. However, in order to foster transparency and accountability (and from a risk management standpoint), it would be appropriate to have secured a release from any storm water runoff claims associated with this event, given that apparently the threat of litigation is what occasioned the improvement on private property in the first place. In the future, I would recommend that if the City is going to engage in unilateral improvements on private property as a means to avoid litigation – again, an appropriate pursuit – it secure a settlement agreement as a product of its efforts.

e. Personal Transactions By Council Member Angela Arp

The final issue of concern identified during Phase I of the investigation involved allegations that Council Member Angela Arp may have utilized information obtained in the course of her role as a Council Member to further her own interests when acquiring property in the City. The specific allegations against Council Member Arp suggest that through her role as a City Council Member, she learned of a future land use development project adjacent to property that was for sale within the City, and that she took advantage of that confidential information to acquire the property at less than the “anticipated future fair market value.” Section 2.16 of the City Charter (“Prohibitions”) provides:

*(a) No elected official, appointed officer, or employee of the city or any agency or political entity to which this charter applies shall knowingly:*

*(3) Disclose confidential information concerning the property, government, or affairs of the governmental body by which he is engaged without proper legal authorization or use such information to advance the financial or other private interest of himself or others;*

Our investigation has revealed that in September 2014, Council Member Arp purchased property located on Main Street, within the City. Council Member Arp asserts that the purchase was a business decision motivated by a need for an in-town property to be utilized by her private business, and denies any separate motivation. She further denies any “anticipated” increase in the future fair market value based on information obtained from any third party developer. Obviously, absent tangible evidence declaring otherwise, it is very challenging to contradict an individual’s declarations as to their subject motivations for taking action. Therefore, we will confine our review to the objective facts. The key evidence with regard to any alleged impropriety involving this real estate transaction is the chronology of events.

Discussions with the former property owner (the “Seller”) during the course of this investigation revealed that the subject property had initially been placed on the market in or about March 2014. At the time of the purchase agreement, approximately six (6) months later, there were two pending offers on the property—one from Council Member Arp and another from

a third party. Reportedly, Council Member Arp presented the *higher* offer and that was accepted by the Seller. While Council Member Arp has confirmed that – sometime in the summer of 2015 subsequent to this purchase – information became available regarding a potential development project in the adjacent area, she asserts that she was not privy to any such information prior to the September 2014 purchase. It is our understanding that the first time the subject development plans were presented to the City Council was during a regularly scheduled City Council meeting on October 6, 2015 (more than one year after the purchase/closing date). See, Exhibit Q.

Currently, the property is still owned by Council Member Arp. The Fannin County Tax Assessor records indicate that the subject property was purchased in September 2014 for \$210,000, and that property has a current assessed value of \$127,596. Although the “previous value” for this property is identified as \$46,600, the 2014 purchase price still remains considerably higher than the current estimated value, which suggests that there has not been a financial windfall on the part of Council Member Arp as a result of the purchase of this property, at this time.

Based on the results of this investigation, no evidence was found to suggest this purchase was anything other than an arm's length transaction on the public real estate market, which was subject to negotiations with multiple parties. The Seller confirmed that Council Member Arp offered to purchase the property at the listing price as set by the Seller (at or a price reasonably close thereto), and this investigation has revealed no evidence to suggest that Council Member Arp had an unfair advantage based on confidential information or otherwise reaped a windfall related to same.

### **Conclusion**

During the course of this six (6) month investigation, it has become clear that personality conflicts and relationship struggles have stymied the City's primary purpose of providing municipal services to the residents of the City of Blue Ridge. This lack of professionalism has created fissures within the government that has impeded the City's ability to function most effectively. However, during our Phase II investigation, it was noted by Mayor Whitener and Council Member Arp that the Phase I findings shed light on how these interpersonal conflicts have negatively impacted their abilities to serve as elected officials. Both elected officials confirmed that they have worked to follow the Phase I findings delivered on February 2, 2016 and have worked to set aside their differences. They report improved relations and a related improvement of their service as elected officials for the City of Blue Ridge and its citizens.

With regards to the Phase I “Master List” of issues for further consideration, the Phase II investigation led to the following conclusions:

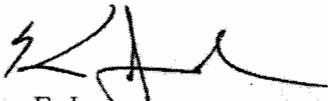
- Although improperly handled, the Police Department transaction involving the replacement of Department handguns, as well as the Police Department calendar program, do not appear to be illegal, gratuitous, or otherwise in violation of pertinent local or state law. It should be noted that Finance Director Alicia Stewart provided a thorough overview of these transactions to the Jarrard & Davis investigators during the

course of the investigation;

- The investigators' review of property tax records, loan financing records, permitting documents, Board of Elections records, and various personal statements during the course and scope of the Phase II investigation have yielded no evidence to contradict Mayor Whitener's claims of residency within the City of Blue Ridge; and
- Lastly, with regard to allegations that elected officials have used their role(s) as City officers for personal gain, no evidence was found to substantiate those accusations.

It has been a pleasure working with the City of Blue Ridge. This office considers this investigation closed.

**JARRARD & DAVIS, LLP**



Ken E. Jarrard

# Exhibit A



# JARRARD & DAVIS, LLP

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OF COUNSEL:  
LARRY W. RAMSEY, JR.  
ELIZABETH M. WHITWORTH

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## MEMORANDUM

To: The City of Blue Ridge—Mayor and City Council

From: Ken E. Jarrard, Esq. and Megan N. Martin, Esq.

Date: February 2, 2016

Subject: Investigation: Phase One Findings

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On November 10, 2015, the Blue Ridge City Council appointed the law firm of Jarrard & Davis, LLP to undertake a review of the City of Blue Ridge's policies and practices with respect to governmental operations, to identify areas where the City of Blue Ridge is not or may not be complying with pertinent local or State law, to identify any elected officials that are acting in a manner inconsistent with pertinent local or State law, and to otherwise make recommendations regarding the improvement of City operations.

Jarrard & Davis, LLP proposed a two-phased approach to performing this review. The first phase consisted of a series of interviews with senior staff and officials for purposes of issue spotting. Phase Two, if authorized, will consist of a thorough investigation of the issues identified in Phase One that were considered worthy of additional inquiry. This report will serve as a summary of the efforts undertaken during Phase One along with recommendations and the "Master List"—a distilled list providing the scope of the recommended topics warranting further inquiry. During Phase One, Jarrard & Davis, LLP, through attorneys Ken Jarrard and Megan Martin, met individually on December 1, 2015 with the following individuals:

- Council Member Rodney Kendall;
- Council Member Angie Arp;
- Council Member Bruce Pack; and
- Council Member Harold Herndon.

Additionally, Ken Jarrard and Megan Martin met individually on December 2, 2015 with the following individuals:

- Police Chief Johnny Searce;
- Council Member Rhonda Thomas;
- Office Manager Barbie Gerald;
- City Clerk Kelsey Ledford;
- Finance Director Alicia Stewart;
- Zoning Administrator Roy Parsons; and
- Mayor Donna Whitener

During these interviews, the Interviewees were advised that Jarrard & Davis, LLP has not entered into an attorney-client relationship with the City or the individuals being interviewed. Each Interviewee was asked a pre-set list of questions and provided the opportunity to identify any specific concerns regarding improper or problematic operations within the City of Blue Ridge's government. To ensure fairness and consistency in the interview process, all Interviewees were read the same preamble statement and asked the same list of pre-set questions. Some Interviewees also chose to share documents or other information with the Jarrard & Davis, LLP attorneys relating to their personal concerns regarding the City's operations and the actions of City officials. It must be emphasized that not all complaints or issues raised during the interviews are distilled into the Master List; as many of these issues are more properly characterized as personality disputes, political disagreements or other like matters that do not merit investigation or inquiry. Such issues, though perhaps unfortunate, are nonetheless not suggestive that the implicated City official or employee is acting in a manner inconsistent with pertinent local or State law. Those sorts of issues exist in every government. Furthermore, we acknowledge at the outset that certain matters relating to allegedly improper actions by former and current officials are being investigated by the Fraud Investigation Division of the Office of Commissioner of Insurance. Any allegations relating to this matter are, therefore, subject to review by a State agency and will not be considered as part of the investigatory process undertaken by Jarrard & Davis, LLP.

Most, if not all, Interviewees reported a strained environment within the City due to personality conflicts between the Mayor and City Council members. Although not illegal and not subject to further investigation as part of the contemplated "Master List", it is this office's opinion that many of the problems identified with the City of Blue Ridge's government stem from a breakdown in professionalism and courtesy amongst the City's elected officials. City employees reported feeling that the personality conflicts amongst leaders made their jobs difficult to perform and that this oftentimes led to confusion in knowing which tasks to perform – and the associated priority of tasks - due to different guidance being provided by the separate factions within the local government's current slate of elected officials. Many Interviewees indicated that they felt the City of Blue Ridge faces significant challenges to being efficiently and professionally run due to the lack of communication and/or hostile communication amongst Council Members and the Mayor. We strongly recommend that the City's officials come together and work diligently to ensure that discourse is handled in a professional and respectful manner, irrespective of the form of communication. Council Members and the Mayor are reminded that they are the face of the City of Blue Ridge's government and that name calling,

personal attacks, improper insinuation of misdeeds, and unfounded accusations should have no place in the operation of a local government. These behaviors appear to have significantly disrupted the City's ability to provide quality municipal services to the citizens of the City of Blue Ridge and are an impediment to this City's success.

A recurring theme observed during Phase One of the inquiry was that a considerable amount of the City's business is being conducted solely by the Mayor who – it is alleged – does not provide timely updates and reports about the City's business to the Council. It became apparent during the interviews that all of the functions currently being managed by the Mayor may be too burdensome for any one individual to handle and certainly too much to administer while otherwise endeavoring to manage and run a demanding personal business. This preliminary observation should not be interpreted as suggesting that the Mayor is not attempting to perform the duties she has assigned to herself—in fact; the opposite appears to be true. However, neither the Mayor nor any other City official can simultaneously fill all the roles for which are currently assigned to the Mayor – irrespective of who is responsible for so much being assigned to one person. This is especially true given that the Mayor and all of the Council Members have obligations outside of their roles as elected officials. Moreover, because City staff appear to be routinely engaged by (and receiving directives from) certain elected officials, this has resulted in City staff being placed in the middle of what appears to be an ongoing power struggle between the competing Council factions. It is strongly and emphatically recommended that the City of Blue Ridge implement a City Manager or City Administrator recruitment process. The City of Blue Ridge needs a professional, full time executive employee to carry out the policies established by the City Council and to oversee the City of Blue Ridge's day-to-day business operations. This individual should report directly to the Mayor and City Council, and should serve as a liaison between the City's Departments (including employees), the Mayor and Council. Additionally, this individual should be charged with ensuring the opening of communication lines between Council and the Mayor. The appropriate individual should be experienced in building consensus in a fractious government environment wherein that government is struggling due to a breakdown in communication amongst elected leadership. It cannot be stressed enough that a professional municipal staff – reasonably buffered from political considerations - is the gold standard for good government. It is our opinion that the City of Blue Ridge should promptly make an investment in a professional City Administrator or City Manager. Though there is a cost associated with creation of such a position, we believe it will more than pay for itself with the greater office-place efficiencies and increase in morale it will create.

In the context of bringing forward a strong executive to run the City's day-to-day business operations, a review of the City's structure and the role of Council Members as leaders of particular City Departments should be addressed. It is apparent that many of the current City Council members sought elected office because they believed they would oversee certain City Departments in "Commissioner" roles. For example, Council Member Pack expressed a very strong desire to work with the City's Park programming and in fact ran for office as the Parks Commissioner. However, since taking office he has been stripped of these duties and the Mayor as the Chief Executive has assumed the liaison role for all City Departments. A review of the City's history reveals that this is inconsistent with past administrations and years of political

history in Blue Ridge. This centralization of all responsibilities appears to have harmed the collegiality of Council Members who feel that they are not being allowed to fulfill their duties and obligations to the citizens who voted for them. This has led to low morale amongst Council Members and to the Mayor being consumed with too many duties and obligations. It is recommended that Council Members again be assigned as liaisons or "Commissioners" to the City's Departments and provide feedback to the Mayor and the appointed City Manager/Administrator regarding their work with the Departments on a routine basis. Each Commissioner should be charged with the obligation to report about the state of affairs in each of their Commissioner roles on a timetable that is to be mutually agreed upon. We recommend a return to the "Commissioner" structure as follows:

- Council Member Harold Herndon (Police Commissioner);
- Council Member Rodney Kendall (Water and Sewer Commissioner);
- Council Member Rhonda Thomas (Streets Commissioner);
- Council Member Angie Arp (Office Commissioner); and
- Council Member Bruce Pack (Parks Commissioner).

Likewise, it is imperative that the Mayor provide regular reporting of the state of affairs of the City of Blue Ridge. This need for information should not be used as a bludgeon against the Mayor; being raised only to point out deficiencies in the Mayor's performance. Instead, this regular reporting should be done because otherwise the remaining Council members have no means to understand the issues the City is facing – and the agenda items they are being asked to vote on. Currently, there is no regular process by which the Council receives updates from the Mayor as to her efforts on behalf of the City. Candidly, this need for written reports by the Mayor would be lessened if not removed if a City Administrator/Manager were retained. Until such time, a written policy indicating the frequency for such reporting, the required content of the reporting (e.g., meetings with local officials, state of financial affairs, communications from local authorities) and the format that such reporting should take (written report or verbal report) should be formalized. It is also imperative that the Mayor's report be presented in Open Meetings so that the citizens can understand the work being undertaken by the Mayor on the City's behalf and be able to stay abreast of current affairs. Council Members may question the Mayor about the report during said meeting to elicit information about the City's operations; however, it should be stressed that the manner in which Council Members and the Mayor interact when discussing these items should be civil, professional and based on factual inquiries that serve no purpose other than to understand the City's day-to-day business and pending or future agenda items.

Certain Interviewees complained that the Mayor has acted in a manner inconsistent with the City's Charter on various occasions. We have reviewed the City's Charter and those actions that allegedly violated the Charter's provisions (e.g., failure to provide regular updates as to the City's state of affairs to Council). We recommend that legal counsel for the City of Blue Ridge undertake a review of the Charter to update this document so that it is consistent with current practices within the City of Blue Ridge. Like all other municipalities in Georgia, the City of Blue Ridge has home rule power and may modify its own Charter – or – solicit the assistance of the General Assembly to implement certain changes. We recommend the Council give strong

consideration to doing so. The Charter needs to be updated to reflect the changing face of municipal government given that the current version was substantively drafted in 1989 (over a quarter century ago). Upon revision of the Charter, it is the obligation of all Council Members and the Mayor to gain an understanding of the Charter's provisions and to rely on legal counsel for interpretative guidance of this foundational document that serves as the bedrock for the City of Blue Ridge's government. It should be noted that the City is represented by capable legal counsel. Certain Interviewees complained that the Mayor often chose to not follow legal counsel's direction. This failure to follow advice of counsel was alleged to show a pattern of waste of money on legal fees for opinions or recommendations that were not heeded by City officials. As with any attorney-client relationship, the City is not bound to follow the advice of legal counsel. No local government attorney in Georgia has the power to force their will on the elected officials they serve; moreover, oftentimes a local government attorney will make recommendations among multiple lawful options. Which option the local government chooses is up to it. The Council is the City's legislative and policy-making body. Council can make the decision to follow advice of legal counsel or to not follow advice of legal counsel. Likewise, the Mayor may choose to follow advice of legal counsel or to not follow advice of legal counsel relating to areas for which she is responsible. The key is whether the legal advice given best serves the City and not the individual elected officials who seek legal advice. The City Attorney ultimately represents the City and all officials should be reminded of this when considering the advice provided. As public officers, each and every City official serves as a trustee and servant to the citizens of Blue Ridge and must remain accountable to the citizenry in their individual decision making. With that being said, based upon the information presented by the Interviewees, we cannot recommend further inquiry into allegations that an elected official is "not following the City Attorney's advice;" as moving in that direction - and becoming mired in the intricacies of the attorney-client relationship (as it relates to the City of Blue Ridge) - could generate more problems for the City than it solves. Ultimately, the citizens of the City of Blue Ridge will determine whether its elected officials are acting in the best interests of the City - and will vote accordingly. That is where the power and authority on that issue should remain.

Another recurring allegation against the Mayor is that she does not live in the City of Blue Ridge and that her apartment/loft residence above her furniture store was improperly permitted. Furthermore, it has been noted that the Mayor cast the tie breaking vote in changing the City's zoning code to allow apartment/loft homes above retail spaces. Arguably, the Mayor should have recused from this vote due to the appearance of impropriety as her own loft/apartment was implicated by her vote. However, "having the appearance of impropriety" is not illegal, per se, though a conflicted vote on a zoning matter may render the approved zoning void. We have made informal inquiry as to any available permitting records relating to the Mayor's residence; however, thus far those attempts have not revealed any documentary evidence to support or disprove the allegations made against the Mayor on this issue. The City's Zoning Administrator was unable to find any documentation regarding the permitting of the Mayor's apartment/loft. The Mayor candidly acknowledged that she is aware of these allegations and has documentation showing that her loft was properly and legally permitted. This office did not, however, receive these documents to review prior to the drafting of this report. Issues pertaining to the Mayor's residence and loft permitting are not resolved, are worthy of resolution, and are in need of some degree of closure.

While it does appear that financial policies were largely non-existent or incomplete in years past, the City's current Finance Director Alicia Stewart has worked to implement purchasing policies that are compliant with the law. In fact, during the summer months of 2015 comprehensive policies were enacted that addressed spending limits and purchasing authority. It should be noted that the City's Finance Director displayed a strong understanding of local government finance and many issues brought up by other Interviewees (e.g., hotel/motel tax issues, spending thresholds, and competitive procurements) have been addressed by Ms. Stewart since she has assumed the Finance Director role. Specific accusations of financial improprieties related to paving projects appear to have occurred more than seven years ago and other than vague, generic allegations of impropriety - no evidence has been brought forth demonstrating systemic and ongoing financial malfeasance in capital improvement projects undertaken by the City. At this point in the inquiry process, the only area of alleged financial improprieties warranting further investigation does not relate to the Council or the Mayor. Instead, we were advised of potential financial irregularities involving a City Department and particularly matters pertaining to the liquidation of certain pieces of City property and the use of proceeds from certain annual sales events. We do recommend that a review of certain, discrete financial transactions relating to this Department be undertaken to ensure that all transactions are properly recorded in accordance with applicable law. We are not making a finding here. Far from it. We are suggesting that an allegation be further reviewed.

This office heard much discussion by and between Council Members and the Mayor involving zoning matters. Currently, one such matter is being litigated and has been the source of much discord amongst the Council and the Mayor. We note that much of the discord regarding zoning could have likely been avoided through adherence to generally recognized principles that apply to land use decisions and through consistent application of the City's zoning ordinances. The City's officials must attempt to reach compromise and work in accordance with the City's zoning policies and procedures. Heavy handed actions that have forced matters to litigation could have been avoided had Council and the Mayor expressed a willingness to work together in reviewing petitions. This should not occur. Divisiveness such as this leads to litigation and public distrust. A focus on education and conflict resolution must be a priority for the City of Blue Ridge moving forward.

It is highly recommended that all current Council members and the Mayor obtain additional training on ethics and professionalism in local government. This training should address basic precepts of ethics and also touch on issues that were highlighted during the inquiry conducted by this office:

- Conflicts of interest in all matters with special attention given to the importance of transparency and fair dealings in zoning and land use matters;
- An understanding of the mandatory conflict of interest rules under the Zoning Procedures Act, including mandatory abstention in certain situations;
- Refraining from utilizing information obtained during one's work as

- an elected official for personal gain due to "insider information;" and
- Conflict resolution. The City's interests must be first priority; personal interests or score-settling have no place in government service.

Lastly, it is imperative that a clear chain of command for employee instruction and supervision be formed and followed. Many employee Interviewees admitted they were not sure who ultimately was the "boss" for their work assignments. In fact, many of these same individuals recounted having been provided contradictory instruction by different City elected officials and feeling that they did not have clear direction on how to best perform their jobs. This is regrettable and has led to low morale and will almost certainly lead to the loss of valuable talent if not addressed immediately.

### **Recommendations**

1. The City's Charter should be reviewed and updated to ensure that it reflects the modern municipal structure for the City of Blue Ridge;
2. A City Administrator/City Manager should be hired to take charge of the City's day-to-day business operations;
3. The Council and the Mayor should immediately seek dedicated ethics training provided by the Georgia Municipal Association or similar organization;
4. Council Members should be returned to their previously held "Commissioner" roles; and
5. Council Members and the Mayor should act immediately to improve their communication with each other and to put the City's best interest first while putting aside and resolving the personal "rifts" that have developed between them. Updates on City business to the Council – in open session - by both the Mayor and, in the future, the City Manager should be routine and thorough.

### **Master List**

1. Further investigation into the financial accountability of a City Department regarding reported, irregular liquidation of City assets and accounting of cash transactions should be undertaken;
2. The ongoing questions regarding the Mayor's legal place of residence – to include permitting - should be further investigated to definitely conclude the matter once and for all; and
3. A review of whether City officials are (or have in the recent past) utilized City resources for personal gain or the betterment of their friends and families (e.g., Council Members allegedly providing gravel or other City-provided improvements to family members or friends) warrants further review

### **Conclusion**

It must be noted that the efforts undertaken to date show regrettable levels of unbecoming behavior by certain City's elected officials. Whether it be in threatening and abusive emails or

by allowing inappropriate comments to be made in open meetings, this lack of professionalism should be immediately discontinued so that the citizens of Blue Ridge can have renewed trust and confidence in their elected officials. At the core of good government is the belief by the citizens that elected officials are making decisions based upon the public good, and not affected by personal vendettas, personal agendas, personal gain, or other personal interests that have no place in the running of an efficient and ethical local government. Other elected officials have chosen to remain silent as the City's operations have faltered - so as to avoid getting involved in the "rifts" or disagreements. This failure to act has likewise harmed the City's government. The fissures that have festered between the City's officials should be addressed through better communication and a commitment to come together for the good of the community.

# Exhibit B

UNITED COMMUNITY BANK (45)  
4000 APPALACHIAN HWY  
BLUE RIDGE GA 30513

000 00045 01  
ACCOUNT:  
DOCUMENTS:

PAGE: 1  
11/28/2014  
2

TELEPHONE: 706-632-6000



CITY OF BLUE RIDGE  
480 W FIRST ST  
BLUE RIDGE GA 30513

30  
0  
2

Grow your revenue by expanding your payment possibilities. United Community Payment Systems offers a variety of products and services that allow you to handle any customer payment type. Talk to a business banker today about our cost-efficient payment solutions for your banking needs.

BUSINESS PUB FUNDS ACCOUNT

MINIMUM BALANCE	289.16	LAST STATEMENT 10/31/14	1,481.16
AVG AVAILABLE BALANCE	1,903.01	1 CREDITS	3,916.00
AVERAGE BALANCE	1,903.01	2 DEBITS	5,108.00
		THIS STATEMENT 11/28/14	289.16

DESCRIPTION	OTHER CREDITS	DATE	AMOUNT
BUSINESS ONLINE XFER FROM 105956 ON		11/20/14	3,916.00

CHECK #..DATE.....AMOUNT	CHECK #..DATE.....AMOUNT	CHECK #..DATE.....AMOUNT
502 11/10 200.00	503 11/25 4,908.00	

DATE.....BALANCE	DATE.....BALANCE	DATE.....BALANCE
11/10 1,281.16	11/20 5,197.16	11/25 289.16

# Exhibit C

Invoice # 17147

Smyrna Police Distributors

Ship To: CITY OF BLUE RIDGE  
3101 EAST FIRST ST.  
BLUE RIDGE, GA 30513

Smyrna Police Distributors  
630 Windy Hill Road  
Smyrna, GA 30080  
770-434-1986

Bill To: CITY OF BLUE RIDGE  
3101 EAST FIRST ST.  
BLUE RIDGE, GA 30513

Mail #:

AR Acct #:

PO #: LETTERHEAD

Order #: 15336

11/4/2014 2:32:00 PM

Page 1

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Ship Date  
11/4/2014

FOB

Ship Via

Terms  
Prepaid

Packages  
0

Weight  
0

Clerk #  
100

Item #	Description 1	Style	Order Qty	Ship Qty	Price	Net Sale
[REDACTED]	GLOCK PISTOL G-23 GEN 4 40S&W FIX SIGHTS 13RD	[REDACTED]	1	1	399.00	399.00
[REDACTED]	GLOCK PISTOL G-23 GEN 4 40S&W FIX SIGHTS 13RD	[REDACTED]	1	1	399.00	399.00
[REDACTED]	GLOCK PISTOL G-23 GEN 4 40S&W FIX SIGHTS 13RD	[REDACTED]	1	1	399.00	399.00
[REDACTED]	GLOCK PISTOL G-23 GEN 4 40S&W FIX SIGHTS 13RD	[REDACTED]	1	1	399.00	399.00
[REDACTED]	GLOCK PISTOL G-23 GEN 4 40S&W FIX SIGHTS 13RD	[REDACTED]	1	1	399.00	399.00
[REDACTED]	GLOCK PISTOL G-23 GEN 4 40S&W FIX SIGHTS 13RD	[REDACTED]	1	1	399.00	399.00
[REDACTED]	GLOCK PISTOL G-23 GEN 4 40S&W FIX SIGHTS 13RD	[REDACTED]	1	1	399.00	399.00
[REDACTED]	GLOCK PISTOL G-23 GEN 4 40S&W FIX SIGHTS 13RD	[REDACTED]	1	1	399.00	399.00
[REDACTED]	GLOCK PISTOL G-23 GEN 4 40S&W FIX SIGHTS 13RD	[REDACTED]	1	1	399.00	399.00
[REDACTED]	GLOCK PISTOL G-23 GEN 4 40S&W FIX SIGHTS 13RD	[REDACTED]	1	1	399.00	399.00
[REDACTED]	GLOCK PISTOL G-23 GEN 4 40S&W FIX SIGHTS 13RD	[REDACTED]	1	1	399.00	399.00
[REDACTED]	GLOCK PISTOL G-23 GEN 4 40S&W FIX SIGHTS 13RD	[REDACTED]	1	1	399.00	399.00
001	FET OUT DISCOUNT ***** Used for Approved Depts Only !		12	12	-42.00	-504.00
NS65G24	GLOCK 6.5 N/S FRONT&REAR(SET) 17,19,22,23,26,27,33,34,35,37	NS65G24	12	12	52.00	624.00
FREE RANGE TIME	1 YEAR FREE RANGE TIME EACH FIREARM PURCHASED	FREE RANGE	1	1	0.00	0.00

inued...

Invoice # 17147  
Smyrna Police Distributors

Ship To: CITY OF BLUE RIDGE  
3101 EAST FIRST ST.  
BLUE RIDGE, GA 30513

Smyrna Police Distributors  
630 Windy Hill Road  
Smyrna, GA 30080  
770-434-1986

Bill To: CITY OF BLUE RIDGE  
3101 EAST FIRST ST.  
BLUE RIDGE, GA 30513

Mail #:

AR Acct #:

PO #: LETTERHEAD

Order #: 15336

Page 2

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Ship Date	FOB	Ship Via	Terms	Packages	Weight	Clerk #	
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Description 1			Style	Order Qty	Ship Qty	Price	Net Sale

0

Units: 37

Subtotal  
Sales Tax

4908.00  
0.00

Total Charge

4908.00

Search

Search Mail

Search Web

Home

gary



Compose

Inbox (9999+)

Drafts (2)

Sent

Spam (2209)

Trash

Smart Views

Unread

Starred

People

Social

Travel

Shopping

Finance

Folders

Recent

Sponsored



Mature Quality Singles Better Than Online Dating!

Navigation icons: back, forward, delete, move, spam, collapse, expand, close

Quote request (10)

[Redacted] Lt, I will gladly Sep 17, 2014

+ 8 more messages

[Redacted] Nov 26, 2014

To gary huffman

Gary,

No inconvenience at all, I have broken this down and maybe it will be easier this way.

Cost of 12 Glock 22 Gen 4 .40 caliber handguns at \$409.00 if purchased outright is \$4908.00

Value given for the 10 Glock 22 Gen 3 .40 caliber trade in handguns is \$270.00 for total of \$2700.00

Total cost for Blue Ridge Police Department AFTER receipt of trade in firearms or Officer buyback program is completed will be \$2208.00. Whether the Officer buys back the firearm or we take physical possession of the gun does not matter, Blue Ridge Police Department still get the listed Department Trade in price credited towards the cost of the new gun.

The Officer Buyback price paid to Smyrna Police Distributors by the Officer purchasing his issued duty weapon is \$315.50 (price includes state sales tax).

If the worry is regarding the Officer Buyback program we can simply take possession of the trade in guns and will hold them for your Officers for 10 days at our retail store and they may come there to purchase their previously issued duty gun. This takes any responsibility to the city out of the equation.

Our retail store is Adventure Outdoors and is located [Redacted]

If I may assist in any way please contact me.

Law Enforcement Sales  
Smyrna Police Dist.

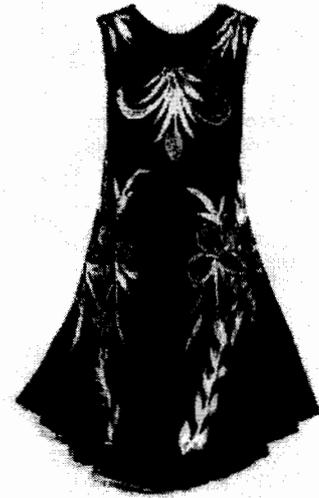
[Redacted signature block]

----- Original Message -----  
Subject: RE: Quote request  
From: gary huffman [Redacted]  
Date: Mon, November 24, 2014 11:12 am  
[Redacted]

Good morning mr.alexander i think the easiest way for me on this gun deal would be for you to shoot me an email with a summary of what we owe and tje details on buying back our guns tthat way i can show the others and they might understand better the total money summary is the most important part sorry for any inconvenience this may be causing

zulily DAILY DEALS UP TO 70% OFF

shop for SUN!



SHOP

# Exhibit D

**CITY OF BLUE RIDGE**  
480 W FIRST ST  
BLUE RIDGE, GA 30513

503

11-20-14

Date

Pay to the Order of **SMYRNA POLICE DISTRIBUTORS INC**

\$ 4,908.00

FOUR THOUSAND NINE HUNDRED AND EIGHT AND 00/100

Dollars



Security Features Details on Back



For **12 GLOCK PISTOLS**  
**INV #17147**

*Bartie Gerald*  
*Bill Brown*

FOR DEPOSIT ONLY  
SMYRNA POLICE  
DISTRIBUTORS, INC  
2501393

DR. LIC. \_\_\_\_\_ DOB \_\_\_\_\_  
ST. OF DR. LIC. \_\_\_\_\_  
BUS. PHONE \_\_\_\_\_

# Exhibit E

Special Called Council Meeting  
May 22, 2009  
7:00 P.M.

Purpose: Adopt Pouring License Ordinance, Stiles Property Rezoning, Workshop meetings

Present: Mayor Robert Greene, John Pearson, Rodney Kendall, Michael Eaton

The meeting was called to order by Mayor Greene.

A motion was made by John Pearson to approve the Beer & Wine Pouring License as written. Seconded by Rodney Kendall. All yes. Motion carried.

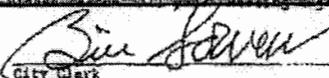
A motion was made by John Pearson to amend the City's Land Use Map for the Stiles Property. Seconded by Rodney Kendall. All yes. Motion carried.

A motion was made by Rodney Kendall to approve the Planning Commission's recommendation to rezone the Stiles Property to C-2 with buffers as required. Seconded by Michael Eaton. All yes. Motion carried.

A motion was made by Rodney Kendall to have a workshop meeting once a month the day of the Regular Council Meeting. Seconded by Michael Eaton. All yes. Motion carried.

A motion was made to adjourn by John Pearson. Seconded by Michael Eaton. All yes. Motion carried.

Mayor

  
City Clerk

Regular Council Meeting  
June 9, 2009  
7:00 P.M.

Present: Mayor Robert Greene, Reid Mathis, John Pearson, Rodney Kendall, Michael Eaton

The meeting was called to order by Mayor Greene.

A motion was made by Reid Mathis to approve the minutes from the previous meetings as printed. Seconded by Rodney Kendall. All yes. Motion carried.

Mr. Dennis Martin was present to dispute water usage at a cabin that he and his wife have located in Lake Forest Subdivision. He asked the Mayor and Council to adjust bill as he had had problems that was not his fault. After a time of discussion Rodney Kendall made a motion to adjust his bill to \$15.00. Seconded by John Pearson. All yes. Motion carried.

City Administrator reported that he had gotten cost of what garbage trucks would cost the City if they decided to purchase. The cost was \$102,000.00 each.

Ordinances were introduced to the Mayor and Council concerning the renewal of Franchises for the Blue Ridge Telephone Co./TDS, Community Television Company and ETC Communications, LLC. These ordinances will be voted on at a later meeting.

A first reading of an ordinance to amend City Charter to decrease the salaries of the Mayor and Council. This ordinance will be voted on at the regular Council Meeting held in July.

A recommendation from the Planning Commission for the Mark Watson rezoning application was made to the Council. The Planning Commission recommended to Deny the application of Mark Watson for the reason that the applicant was not present at the meeting. A motion was made by John Pearson to accept the recommendation. Seconded by Reid Mathis. All yes. Motion carried.

Rodney Kendall had met with Bill Hivins about a web site for the City. The cost will be around \$3,000.00. A motion was made by Rodney Kendall to go ahead with this project. Seconded by John Pearson. All yes. Motion carried.

A motion was made by John Pearson to hire April Grizell as City Clerk and to start her pay at \$11.00 per hour. Seconded by Reid Mathis. All yes. Motion carried.

A motion was made by John Pearson to set up a bank account for the Police Department to keep monies that have been donated to the department and monies received from drug bust, etc. Seconded by Michael Eaton. All yes. Motion carried.

A motion was made by Rodney Kendall to allow ETC & TDS to each give a bid for the City's telephone service. Seconded by Michael Eaton. All yes. Motion carried.

A motion was made by John Pearson to give to Dwight F. Early a street right of way that runs through his property. Seconded by Reid Mathis. All yes. Motion carried.

A motion was made by Rodney Kendall to send someone from the Building Permitting Department around to the businesses inside the City and if they do not have a current business license then to give them 10 days to get a license, then send the police around to write citations. Seconded by Michael Eaton. All yes. Motion carried.

A motion was made by John Pearson to go into executive session. Seconded by Reid Mathis. All yes. Meeting adjourned into executive session.

Meeting was called back to order by Mayor Greene who stated that nothing was discussed but personnel matters during the executive session.

A date was set to have a workshop meeting at 9:00 AM on the morning of July 14th.

A motion was made to adjourn by Rodney Kendall. Seconded by John Pearson. All yes. Meeting adjourned.

*Robert Greene*  
Mayor

*Bill Brown*  
City Clerk

Special Called Council Meeting  
June 25, 2009  
9:00 AM

[Purpose: 1] Telephone Service for City. 2] Probation Department

Present: Mayor Robert Greene, Reid Mathis, John Pearson, Rodney Kendall, Michael Eaton.

The meeting was called to order by Mayor Greene.

The Mayor asked for a motion to leave the telephone service with TDS. Reid Mathis made a motion to leave the telephone service with TDS. There was no second and the motion died from lack of second. A motion was then made by Rodney Kendall to award the telephone service for the city to ETC and to use TDS as a backup. Seconded by Michael Eaton. John Pearson, Michael Eaton, Rodney Kendall voted yes. Reid Mathis abstained from voting. Motion carried.

A motion was made by John Pearson to go ahead with the probation department. Seconded by Rodney Kendall. All yes. Motion carried.

A motion was made by John Pearson to accept the recommendation from the Zoning Board to rezone North Georgia Radio, LLC. property from R/A to C-2. Seconded by Rodney Kendall. All yes. Motion carried.

A motion was made to adjourn by John Pearson. Seconded by Reid Mathis. All yes. Meeting adjourned.

*Robert Greene*  
Mayor

*Bill Brown*  
City Clerk

Regular Council Meeting  
July 14, 2009  
7:00 P.M.

Present: Mayor Robert Greene, Reid Mathis, John Pearson, Rodney Kendall, Michael Eaton, Wayne Huffman

The meeting was called order by Mayor Greene.

A motion was made by Reid Mathis to approve the minutes from the last council meeting. Seconded by John Pearson. All yes. Motion carried.

A motion was made by John Pearson to adopt the ordinances to amend the city charter and reduce the pay of the Mayor and Council. Seconded by Rodney Kendall. All yes. Motion carried.

A motion was made by Rodney Kendall that the council hire Brenda Searce to be the Assistant Water Clerk. Seconded by John Pearson. John Pearson, Rodney Kendall, Michael Eaton voted yes. Reid Mathis and Wayne Huffman abstained. Motion carried. Deb Joiner of the News Observer asked Rodney Kendall if this wouldn't be the same thing as they had before? Rodney Kendall stated "She'll be helping Becky. That will be her primary job. She will be like the rest of the girls. She'll be taking various rolls in City Hall but her main job will be to help Becky with the Water & Sewer." John Pearson stated "It's very difficult when you get involved in something and have to jump up and run to the window when every 15 minutes a car comes in. You loose your train of thought." Rodney Kendall stated "The position of the salary is a lot less than what we were paying when we had the receptionist." Mr. Searce will be starting out at \$10.00 per hour.

A motion was made by John Pearson for the City to purchase their own water coolers and then to purchase water for them from a company. This would be to purchase 4 coolers. Seconded by Michael Eaton. All yes. Motion carried.

A motion was made to hire the firm of Stevenson & Palmer to represent the City with EPD and try to get EPD to let the Westwater Permit to renew the same as it is now concerning the effluent regulations. The reason for getting this firm is because they are the ones who designed the plant and have been helping with the plant at times over the years as matters came up needing an engineer firm to help. This motion was made by Rodney Kendall. Seconded by Reid Mathis. All yes. Motion carried.

Michael Eaton made a motion to stop all roadblocks for donations inside the city limits until the City Attorney has time to draw up an ordinance that will allow the City to regulate this and try to make more safety as groups do this to raise monies. Seconded by Reid Mathis. All yes. Motion carried.

# Exhibit F

SMYRNA POLICE DISTRIBUTION, INC.

630 B WINDY HILL RD.  
SMYRNA, GA 30080  
(770) 434-1886

VININGS BANK  
SMYRNA, GA

4380

12/19/2014

PAY TO THE ORDER OF City of Blue Ridge

\$2,700.00

Two Thousand Seven Hundred and 00/100\*\*\*\*\*

DOLLARS

City of Blue Ridge  
3101 East First St  
Blue Ridge, GA 30613

*Cecilia J. Walker*

MEMO Credit for Department Trades

4380

City of Blue Ridge

12/19/2014

Credit for Department Trades

2,700.00

DEPOSIT TICKET

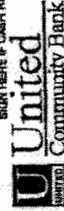
CITY OF BLUE RIDGE  
480 W FIRST ST  
BLUE RIDGE, GA 30613

2700.00

DATE 12/22/14

DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL

IF YOU HAVE A CASH RECEIPT FROM DEPOSIT



IF THE FRONT CHECKS ARE NOT AVAILABLE FOR IMMEDIATE WITHDRAWAL, CHECKS AND OTHER ITEMS ARE SUBJECT TO THE POLICY OF THE BANK'S CHECKS COLLECTION DEPARTMENT.

94-1284511  
CASH  
C  
H  
E  
C  
K  
S

CHECKS OR TOTAL FROM OTHER SIDE

TOTAL SUB TOTAL

LESS CASH

NET DEPOSIT

\$ 2700.00

DO NOT USE DEPOSIT TICKET NOTING FOR AUTOMATIC PAYMENTS. USE YOUR CHECK.

VININGS BANK

009

2,700.00

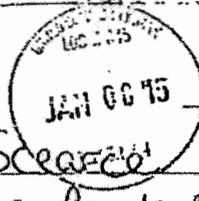
# Exhibit G

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CITY OF BLUE RIDGE  
400 W FIRST ST  
BLUE RIDGE, GA 30513

507  
66-1286/11



Pay to the  
Order of

Johnny Searce

\$ 1,708.00

one thousand seven hundred + eight + 00/100 Dollars



For gun purchase reimb.

Barbie Donald [Signature]

0507

01/08/2015 CHECK# 507 \$1,708.00

# Exhibit H

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ORDER AND OTHER BANKS ARE NOT TO BE DEPOSITED AT ANY OTHER BANK

DEPOSIT TICKET

CITY OF BLUE RIDGE  
480 W FIRST ST  
BLUE RIDGE, GA 30513

DATE

6-11-15

DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL

FROM HERE IF CASH RECEIVED FROM DEPOSIT



DO NOT USE DEPOSIT TICKET ROUTING # FOR  
AUTOMATIC PAYMENTS. USE VOIDED CHECK.

CASH -  
C  
H  
E  
C  
K  
S

1708.00

CHECKS OR TOTAL  
FROM OTHER SIDE -

SUB TOTAL -

LESS CASH -

NET  
DEPOSIT \$

1708.00

009

THIS DOCUMENT CONTAINS A TRUE WATERMARK - HOLD TO LIGHT TO VIEW.

OFFICIAL CHECK

M16779 40236534

5007333797

ISSUING BRANCH 2741210-COPPER BASIN - BLUE RIDGE

DATE JUNE 11, 2015

68-236/514

TO THE CITY OF BLUE RIDGE  
ORDER OF

BB&T \$1,708.00 DOLLARS

\$ \*\* \$1,708.00 \*\*  
DOLLARS

BB&T

AUTHORIZED SIGNATURE

*Michelle Cobb*

MEMO/PURCHASER \*

[Redacted line]

# Exhibit I

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CRB 111-3

CITY OF BLUE RIDGE  
General Fund  
BLUE RIDGE, GA 30513

<b>CASH RECEIPT</b>		Date <u>1-29-13</u>	018645
Received From <u>Police &amp; Sheriff's Press</u>		Address _____	
Address _____		Dollars \$ <u>2400<sup>00</sup></u>	
For <u>MC REV</u>		By <u>Kelanya</u>	
ACCOUNT		HOW PAID	
AMT. OF ACCOUNT		CASH	
AMT. PAID	<u>240000</u>	<input checked="" type="checkbox"/> CHECK	<u>11/2/13</u>
BALANCE DUE		<input type="checkbox"/> MONEY ORDER	
		<input type="checkbox"/> CREDIT CARD	

# Exhibit J

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# THE CITY OF BLUE RIDGE

Donna Whitener

## CERTIFICATE OF OCC

Having inspected the premises,  
169 ORVIN LANE  
CONNECTOR to determine that co

has been undertaken, in complia

required application, and in conformity with  
the zoning, housing and building ordinances  
and other pertinent ordinances, an occupancy  
permit authorizing use of the building for

the purpose listed above is hereby granted  
to DONNA WHITENER  
TOWN & COUNTRY FURNITURE BLDG.

Date MARCH 10, 2006

Signed Clyde J. Foster (BUILDING & BLDG DEPT.)

Director of Building and Housing

Building Permit # 387

City of Blue Ridge

3101 E. First Street

Blue Ridge, Georgia 30513

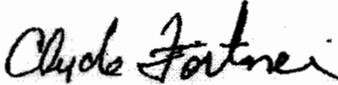
(706) 632 - 2094

May 9, 2006

Jennifer Whorton  
NGCDC, Inc.  
503 W. Waugh Street  
Dalton, GA 30720

Dear Ms. Whorton:

This is to confirm that the Town and Country Home Furnishings Outlet project building located at 169 Orvin Lance Connector, Blue Ridge, Georgia 30513 has been built according to the zoning requirements for the City of Blue Ridge. The asphalt parking area for the subject building has also been configured to meet approval from the City of Blue Ridge Zoning Office in relation to required parking spaces for a retail building.



Clyde Fortner  
Building Inspector  
City of Blue Ridge

# Exhibit K

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This letter is to confirm the fact that the building at 266 Orvin Lance Drive and the owner of said property was done properly and in order. In the plans for the said property with Donna Whitener & Clyde Fortner we discussed and confirmed that an apartment was to be included in the building. We also confirmed that the apartment was to be used as a residence for Donna Whitener. It was built with the proper plumbing and electrical needed for a residence and was up to code as was the entire building.

David Allen

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# Exhibit L

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**LIMITED PROPERTY CONDITION REPORT**

**ON**

**A-1 STOP SHOP TOWN & COUNTRY HOME FURNISHINGS  
BLUE RIDGE, GEORGIA**

**FOR**

**UNITED COMMUNITY BANK  
BLUE RIDGE, GEORGIA**

**BY**

**CONSTRUCTION LOAN MANAGEMENT  
ATLANTA, GEORGIA**

**FEBRUARY, 2006**

## Limited Property Condition Report

**I. INTRODUCTION:** CLM was retained by [REDACTED] of United Community Bank to perform a one time site inspection and building evaluation in connection with the property known as A-1 Stop Shop Town & Country Home Furnishing Outlet located on the Orvin Lance Connector in the City of Blue Ridge, Georgia

**II. GENERAL PROJECT INFORMATION:** Briefly, the property consists of an approximately 65,000 GSF pre-engineered metal building with exterior stucco and rear metal siding containing several tenant spaces including the A-1 Stop Shop anchor space. The building and its associated site improvements are situated on an approximately 3 acre site located at the corner of Georgia Hwy. 515 and Orvin Lance Connector in the City of Blue Ridge, Georgia. At the time of our walk through on Monday, January 30, 2006, construction appeared to be approximately 90% complete with partial interior build-out of the A-1 Stop Shop and several tenant spaces. The exterior of the building, site utilities and paving appeared to be substantially complete.

Based on our visual inspection, to date implemented improvements appeared to generally be in good condition. It should be noted however that CLM had not performed any prior site visits in connection with the implemented improvements and that our comments are based on visual inspection of unconcealed elements of the structure. It is not clear whether any monitoring by a geotechnical engineering firm was implemented during the construction phase. See Test Reports on page (3) of this Report.

**Owner:** Donna Whitener

**Contractor:** David Allen

**Progress:** Satisfactory.

**Project Safety:** Satisfactory.

**Project Security:** The building can now be locked.

**Condition of Stored Materials:** Satisfactory.

**General Compliance with Contract Documents:** No contract documents were made available to CLM for review nor were any submitted with exception to the As-built Survey dated 11, 04, 2005. See General Remarks on page (3) of this Report.

**Implementation of Corrective Measures:** N/A at this time.

### **III. CONSTRUCTION STATUS AND REVIEW:**

**General Requirements:** CLM had not obtained a copy of the building permit as issued by the governing building authorities.

**Site Work:** All site utilities appeared to be installed and connected to building. Spotting observed on the asphalt topping is indicative of some possible underground seepage. Condition should be monitored for possible needed remedial work in the near future. See attached photos.

**Concrete:** Concrete surface cracks were observed running east-west along the building's northern most end. The concrete cracks should be closely monitored in the next 12 months for possible subgrade or foundation settlement problems.

**Masonry:** Minimal or no masonry was utilized in the planned construction.

**Metals:** The building superstructure appeared to be mainly composed of a pre-engineered metal building with underside blanket insulation and a typical metal joist supported elevated slab. Testing of the bolted and welded connections was recommended.

**Carpentry:** Rough interior framing and build-out appeared to be nearing completion at the time of our site visit.

**Thermal & Moisture Protection:** A prefabricated insulation blanket appeared on the underside of the roofing metal element.

**Doors, Windows and Glazing:** All exterior doors, overhead doors and windows appeared to be in place.

**Finishes:** The A-1 Stop Shop administrative offices in the ground and mezzanine levels appeared to have received the appropriate wall, floor & ceiling finishes. The small residence located in the mezzanine level appeared to have full interior finishes. At least one of the building's approximately 1600 GSF tenet spaces appeared to be fully finished and occupied. Additional finishes are currently being installed in the A-1 Stop Shop open mezzanine space.

**Specialties:** No specialties observed.

**Mechanical:** The building appeared to be sprinkled. No indication however, of a final sprinkler inspection by the building authorities as some of the sprinkler heads were missing in areas of the building. A passenger elevator appeared to be installed. However, it does not appear to be certified by the state regulators to date. All other plumbing and mechanical systems were reported to be operational at the time of our walk through.

**Electrical:** The building's permanent power is currently supplied through a pad mounted power company transformer located in the rear alley. The majority of the electric fixtures and devises appeared to be installed in the A-1 Stop Shop. Future tenant electric fixtures to be installed at a later date.

#### **IV. CONSTRUCTION EVALUATION AND ANALYSIS**

**Quality of Construction:** Satisfactory.

**Commencement date;** Unknown.

**Schedule Completion Date:** Unknown

1650 sq. ft.  
\*  
0597

# Exhibit M

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Special Called Council Meeting  
May 22, 2009  
7:00 P.M.

Purpose: Adopt Fencing License Ordinance, Stiles Property Reasoning, Workshop meetings

Present: Mayor Robert Greene, John Pearson, Rodney Kendall, Michael Eaton

The meeting was called to order by Mayor Greene.

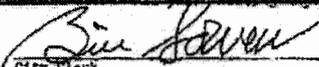
A motion was made by John Pearson to approve the Beer & Wine Fencing License as written. Seconded by Rodney Kendall. All yes. Motion carried.

A motion was made by John Pearson to amend the City's Land Use Map for the Stiles Property. Seconded by Rodney Kendall. All yes. Motion carried.

A motion was made by Rodney Kendall to approve the Planning Commission's recommendation to rezone the Stiles Property to C-2 with buffers as required. Seconded by Michael Eaton. All yes. Motion carried.

A motion was made by Rodney Kendall to have a workshop meeting once a month the day of the Regular Council Meeting. Seconded by Michael Eaton. All yes. Motion carried.

Mayor

  
City Clerk

Regular Council Meeting  
June 9, 2009  
7:00 P.M.

Present: Mayor Robert Greene, Reid Mathis, John Pearson, Rodney Kendall, Michael Eaton

The meeting was called to order by Mayor Greene.

A motion was made by Reid Mathis to approve the minutes from the previous meetings as printed. Seconded by Rodney Kendall. All yes. Motion carried.

Mr. Dennis Martin was present to dispute water usage at a cabin that he and his wife have located in Lake Forest Subdivision. He asked the Mayor and Council to adjust bill as he had had problems that was not his fault. After a time of discussion Rodney Kendall made a motion to adjust his bill to \$15.00. Seconded by John Pearson. All yes. Motion carried.

City Administrator reported that he had gotten cost of what garbage trucks would cost the City if they decided to purchase. The cost was \$102,000.00 each.

Ordinances were introduced to the Mayor and Council concerning the renewal of Franchises for the Blue Ridge Telephone Co./TDS; Community Television Company and ETC Communications, LLC. These ordinances will be voted on at a later meeting.

A first reading of an ordinance to amend City Charter to decrease the salaries of the Mayor and Council. This ordinance will be voted on at the regular Council Meeting held in July.

A recommendation from the Planning Commission for the Mark Watson rezoning application was made to the Council. The Planning Commission recommended to deny the application of Mark Watson for the reason that the applicant was not present at the meeting. A motion was made by John Pearson to accept the recommendation. Seconded by Reid Mathis. All yes. Motion carried.

Rodney Kendall had met with Bill Kivins about a web site for the City. The cost will be around \$3,000.00. A motion was made by Rodney Kendall to go ahead with this project. Seconded by John Pearson. All yes. Motion carried.

A motion was made by John Pearson to hire April Grissell as City Clerk and to start her pay at \$11.00 per hour. Seconded by Reid Mathis. All yes. Motion carried.

A motion was made by John Pearson to set up a bank account for the Police Department to keep monies that have been donated to the department and monies received from drug bust, etc. Seconded by Michael Eaton. All yes. Motion carried.

A motion was made by Rodney Kendall to allow ETC & TDS to each give a bid for the City's telephone service. Seconded by Michael Eaton. All yes. Motion carried.

A motion was made by John Pearson to give to Dwight F. Early a street right of way that runs through his property. Seconded by Reid Mathis. All yes. Motion carried.

A motion was made by Rodney Kendall to send someone from the Building Permitting Department around to the businesses inside the City and if they do not have a current business license then to give them 10 days to get a license, then send the police around to write citations. Seconded by Michael Eaton. All yes. Motion carried.

A motion was made by John Pearson to go into executive session. Seconded by Reid Mathis. All yes. Meeting adjourned into executive session.

Meeting was called back to order by Mayor Greene who stated that nothing was discussed but personnel matters during the executive session.

A date was set to have a workshop meeting at 9:00 AM on the morning of July 14th.

A motion was made to adjourn by Rodney Kendall. Seconded by John Pearson. All yes. Meeting adjourned.

*Robert Greene*  
Mayor

*Bill Lower*  
City Clerk

Special Called Council Meeting  
June 25, 2009  
9:00 AM

(Purpose: 1) Telephone Service for City. 2) Probation Department

Present: Mayor Robert Greene, Reid Mathis, John Pearson, Rodney Kendall, Michael Eaton.

The meeting was called to order by Mayor Greene.

The Mayor asked for a motion to leave the telephone service with TDS. Reid Mathis made a motion to leave the telephone service with TDS. There was no second and the motion dies from lack of second. A motion was then made by Rodney Kendall to award the telephone service for the city to ETC and to use TDS as a backup. Seconded by Michael Eaton. John Pearson, Michael Eaton, Rodney Kendall voted yes. Reid Mathis abstained from voting. Motion carried.

A motion was made by John Pearson to go ahead with the probation department. Seconded by Rodney Kendall. All yes. Motion carried.

A motion was made by John Pearson to accept the recommendation from the zoning board to remove North Georgia Radio, LLC property from R/A to C-2. Seconded by Rodney Kendall. All yes. Motion carried.

A motion was made to adjourn by John Pearson. Seconded by Reid Mathis. All yes. Meeting adjourned.

*Robert Greene*  
Mayor

*Bill Lower*  
City Clerk

Regular Council Meeting  
July 14, 2009  
7:00 P.M.

Present: Mayor Robert Greene, Reid Mathis, John Pearson, Rodney Kendall, Michael Eaton, Wayne Huffman

The meeting was called order by Mayor Greene.

A motion was made by Reid Mathis to approve the minutes from the last council meeting. Seconded by John Pearson. All yes. Motion carried.

A motion was made by John Pearson to adopt the ordinance to amend the city charter and reduce the pay of the Mayor and Council. Seconded by Rodney Kendall. All yes. Motion carried.

A motion was made by Rodney Kendall that the council hire Brenda Saucers to be the Assistant Water Clerk. Seconded by John Pearson. John Pearson, Rodney Kendall, Michael Eaton voted yes. Reid Mathis and Wayne Huffman abstained. Motion carried. Deb Joiner of the News Observer asked Rodney Kendall if this wouldn't be the same thing as they had before? Rodney Kendall stated "She'll be helping Becky. That will be her primary job. She will be like the rest of the girls. She'll be taking various rolls in City Hall but her main job will be to help Becky with the Water & Sewer." John Pearson stated "It's very difficult when you get involved in something and have to jump up and run to the window when every 15 minutes a car comes in. You loose your train of thought." Rodney Kendall stated "The position of the salary is a lot less than what we were paying when we had the receptionist." He. Saucers will be starting out at \$10.00 per hour.

A motion was made by John Pearson for the City to purchase their own water coolers and then to purchase water for them from a company. This would be to purchase 4 coolers. Seconded by Michael Eaton. All yes. Motion carried.

A motion was made to hire the firm of Stevenson & Palmer to represent the City with EPD and try to get EPD to let the Dewatering Permit to ransw the same as it is now concerning the effluent regulations. The reason for getting this firm is because they are the ones who designed the plant and have been helping with the plant at times over the years as matters came up needing an engineer firm to help. This motion was made by Rodney Kendall. Seconded by Reid Mathis. All yes. Motion carried.

Michael Eaton made a motion to stop all roadblocks for donations inside the city limits until the City Attorney has time to draw up an ordinance that will allow the City to regulate this and try to make more safety as groups do this to raise monies. Seconded by Reid Mathis. All yes. Motion carried.

Building Inspector Clyde Fortnar informed the Mayor and Council of the progress being made on the dilapidated houses within the City of Blue Ridge.

City Administrator Bill Sowers asked Mayor to call for a vote authorizing the Mayor and Bill Sowers to sign an extension of the interim water and sewer revenue bond that was issued in 2008 for water plant improvements. Extension will mature 12/11/2010. Motion was made by Rodney Kendall to give authorization. Motion seconded by Reid Mathis, and carried by all.

Mayor Greene and City Council discussed the Boundary Line Agreement on West 2nd Street. A decision was made to further look into the issue and call a special meeting at a future date.

Mrs. Marie Harndon spoke to the Mayor and Council, thanking them for the work that had been done to the sidewalks of Main Street.

Mayor Greene called for a motion to adjourn meeting. Motion made by Rodney Kendall, seconded by Reid Mathis.

Meeting adjourned.

MAYOR

*David Dringell*  
CITY CLERK

Special Called Council Meeting  
December 17, 2009  
9:00 A.M.

Present: Mayor Robert Greene, Reid Mathis, Rodney Kendall, Michael Eaton, Wayne Huffman

The meeting was called to order by Mayor Robert Greene

Rodney Kendall made a motion to authorize Mayor and City Clerk to sign Quit Claim Deed for Dwight Earley - Property located at West First Street and West Main Street. Motion seconded by Reid Mathis. Motion carried by all.

Mayor Robert Greene appointed 2 new members to the Housing Authority Board: Lisa Crane to replace Jim Bass, and Billy Tilley to replace Billy Collie. Motion made by Rodney Kendall, seconded by Wayne Huffman. Before a vote was taken, Jim Bass spoke, reading Georgia Code Annotated O.C.G.A. 8-3-53 referring to the removal of Commissioners from Housing Authority Boards. He stated that Georgia Code allowed removal of Commissioners by Mayor for "inefficiency or neglect of duty or misconduct of office," but only after being "given a copy of the charges at least 10 days prior to the hearing thereon, and shall have had an opportunity to be heard in person or by council." Jim Bass asked if "The Mayor is saying that he is going to ignore the stated code section of Georgia law that governs the replacement or removal of Commissioners of the Housing Authority." Mayor Greene stated, "We have already sent you a notice." Mr. Bass added that Mayor Greene "did not state any charges." Mayor, you have to do that." Mayor Greene stated, "You told me you was wanting off the Board." Jim Bass stated, "I did not tell you that." Mayor Greene told him, "You're a damn liar, you did do it." Jim Bass asked, "So now you're calling me a damn liar?" Mayor Greene answered, "That's right, you said I might stay til the first of the year." Jim Bass replied, "I told you I was going to serve out my term." Mayor Greene stated, "I am not here to argue with you." Jim Bass said, "All I can tell you is that this afternoon I will be filing a complaint for injunctive relief to enjoin this action by the Mayor. It is illegal, and a violation of state law, and cannot stand." Mayor Greene told him, "File whatever you want to file." Mayor Greene then asked again for a motion to replace Jim Bass with Lisa Crane. Motion was made by Wayne Huffman, seconded by Reid Mathis. Motion carried. Vote was as follows: Yay - Reid Mathis, Rodney Kendall, Wayne Huffman. Michael Eaton abstained from voting.

Mayor Greene asked for a motion to replace Billy Collie with Billy Tilley. Motion was made by Wayne Huffman, seconded by Reid Mathis. Jim Bass restated his objection. Motion carried. Vote was as follows: Yay - Reid Mathis, Rodney Kendall, Wayne Huffman. Michael Eaton abstained from voting. Jim Bass told Mayor Greene, "You just made an illegal motion and it is a violation of state law. I will have an injunctive relief action filed today." He was told by Mayor Greene, "Prove it if you can." Mayor Greene asked for a motion to adjourn. Motion made by Rodney Kendall, seconded by Reid Mathis.

Meeting adjourned.

Mayor

*David Dringell*  
CITY CLERK

Special Called Council Meeting  
January 5, 2010  
7:00 P.M.

Present: Mayor Robert Greene, Reid Mathis, Rodney Kendall, Michael Eaton, Wayne Huffman

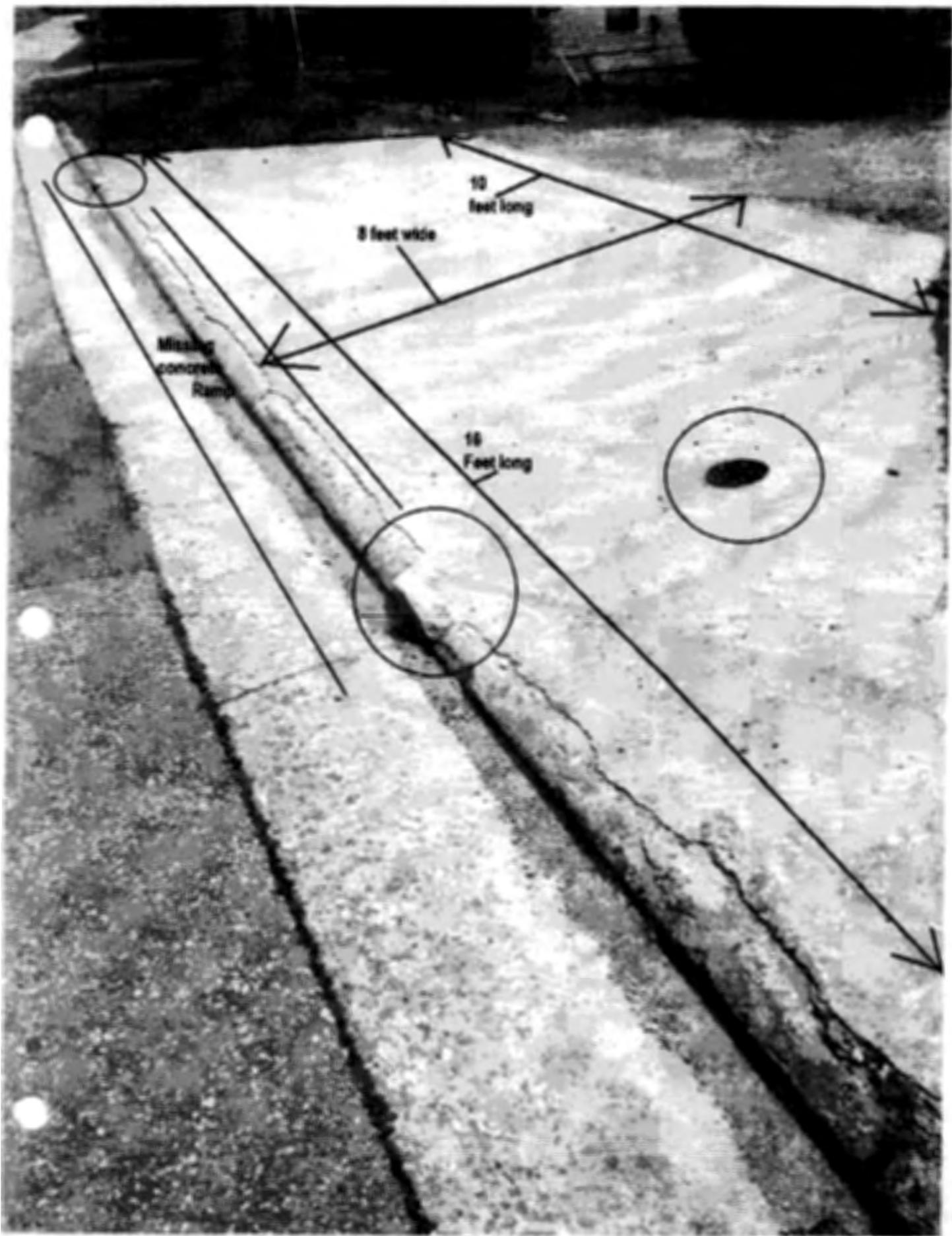
The meeting was called to order by Mayor Greene.

City Attorney David Syfan explained that the hearing was called by the Mayor, as opposed to the City Council, in accordance with Georgia Code 8-3-53. He stated that general Georgia statutory law controls what the Housing Authority does, as well as how Housing Authority Board Members are appointed. He explained that under Code Section 8-3-53, the Mayor of a city with a Housing Authority can call for a hearing as of removal of Commissioners that govern Housing Authority. According to City Attorney, under said Section of Georgia Law, the Mayor can remove a Commissioner for inefficiency,

# Exhibit N

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# Exhibit O

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Regular Council Meeting  
 May 12, 2009  
 7:00 P.M.

Present: Mayor Robert Greane, John Pearson, Reid Mathis, Rodney Kendall, Michael Eaton

The meeting was called to order by Mayor Greane.

A motion was made by Reid Mathis to accept the minutes from the previous meetings. Seconded by John Pearson. All yes. Motion carried.

John Pearson made a motion to place David Chapman on as permanent Employee and to give him a .25% raise in pay. Seconded by Rodney Kendall. John Pearson, Rodney Kendall, Michael Eaton voted Yes. Reid Mathis abstained. Motion carried.

Joy Still told the Mayor and Council that the Phase I of Street scopes was finished. Phase II construction plans were approved by GDOT and that the right of way plans were being reviewed at this time. Public review starts and goes thru June first. Hopefully bids by November and construction by December 2009.

Phase III (Dapot) M.O.U. has been approved and a lot of interest has been shown. \$250,000 has been approved from GDOT this will help with HVAC, Electrical, plumbing, internal face lift. RFP's are due thursday at 8:00 AM. Will give recommendation to council after that time.

There will be a ribbon cutting on May 15th at 1:00 P.M. for Phase I on the corner of Church & E. Main.

A recommendation from the Planning Commission was read to the Mayor and Council for the rezoning request of Robert Stiles to rezone the Stiles property formerly owned by Louise Stiles from R-1 to C-2. There were stipulations that the property that joined other residential property would have to have buffers placed as stipulated in the recommendation from the Planning Commission.

Michael Eaton asked that this matter be tabled until he had time to look over information. Council agreed to wait till the next council meeting before making a decision.

City Attorney David Syfan gives an overview of the new Beer & Wine Pouring Ordinance to the Council. After this time of discussion John Pearson made a motion to approve the first reading of this Ordinance. Seconded by Rodney Kendall. All yes. Motion carried. Final vote will be at a later meeting.

Rodney Kendall said that it would be good to combine the city's verizon service with AT&T. A motion by John Pearson to go ahead with the change over. Seconded by John Pearson. John Pearson, Rodney Kendall, Reid Mathis voted yes. Michael Eaton abstained.

Rodney Kendall made a motion to have the City Attorney draw up ordinance that would cover using an agency for debt collection. After some discussion it was determined that the City could do this without an ordinance.

Sarah Verner was at meeting to ask about the vendor fees for Arts in the Park. A motion was made by John Pearson to waive the fee. Seconded by Reid Mathis. All yes. Motion carried.

John Pearson made a motion to give each girl that worked in the office \$25.00 for Secretary Day. Seconded by Reid Mathis. All yes. Motion carried.

John Pearson stated that he would like to check on what it would take to set up a probation department for the City. A motion was made by John Pearson that the City proceed with this matter. Seconded by Michael Eaton. All yes. Motion carried.

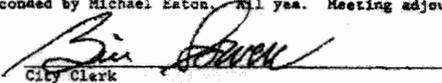
John Pearson stated that the City pays the garbage collectors a little over \$400,000.00 per year. He would like the City to look about doing this. A motion was made by John Pearson to have the City Administrator to look at prices that it would cost to start garbage collection. Seconded by Michael Eaton. All yes. motion carried.

A motion was made by Rodney Kendall to adopt the use of an standard agenda that was drawn up by the City Attorney. Seconded by John Pearson. All yes. Motion carried.

Tom Striker was present and wanted to know when the water line replacement project was going to be completed. City Administrator told that if workers could remain on the job without being pulled off it would be thru in about 30 days.

A motion was made by John Pearson to adjourn. Seconded by Michael Eaton. All yes. Meeting adjourned.

Mayor

  
 City Clerk

# Exhibit P

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# City of Blue Ridge

480 West First Street

Blue Ridge, Georgia 30513

(706) 632-2091

## Regular Council Meeting Minutes

January 14, 2014

6:00 PM

City Clerk, Bill Sowers administered the Oaths of Office to the Mayor and City Council. After the Administering of Oaths took place, then the Meeting was turned over to the Mayor and City Council to conduct.

Present: Mayor Donna Whitener, Rhonda Thomas, Rodney Kendall, Angie Arp, Bruce Pack, Harold Herndon.

The Mayor asked for a Motion to call the Meeting to order. Rodney Kendall made a Motion to call the Meeting to order. Seconded by Rhonda Thomas. All voted Yea. Motion carried.

Bill Sowers led in the Prayer, and then Mayor Whitener led with the Pledge to the Flag.

Mayor Whitener recommended to the Council that the following be appointed:

1. City Clerk - Bill Sowers. A Motion was made by Rodney Kendall to appoint. Seconded by Bruce Pack. All voted Yea. Motion carried.
2. Chief of Police - Johnny Searce. A Motion was made by Rodney Kendall to appoint. Seconded by Harold Herndon. All voted Yea. Motion carried.
3. City Attorney - David Syfan. A Motion was made by Rodney Kendall to appoint. Seconded by Angie Arp, Harold Herndon, Angie Arp, Bruce Pack and Rodney Kendall voted Yea. Rhonda Thomas did not vote. Motion carried.
4. City Judge - Robert Sneed. A Motion was made by Rodney Kendall to appoint. Seconded by Rhonda Thomas. All voted Yea. Motion carried.

A Motion was made by Angie Arp to Appoint Rodney Kendall as Mayor Pro-Tem. Seconded by Rhonda Thomas. All voted Yea. Motion carried.

A Motion was made by Rodney Kendall to approve the Minutes from the previous Meeting as presented. Seconded by Bruce Pack. All voted Yea. Motion carried.

A Motion was made by Rodney Kendall to table the introduction of the Sunday Sales Ordinance until details for the election are worked out on who will handle the election, Cost of election, etc. Seconded by Bruce Pack. A time of discussion was requested by some of the Restaurant owners present. They felt that the Ordinance should be introduced so that there would not be a hold up in getting the election scheduled for the referendum for Sunday Sales.

After a time of discussion between the Council and the owners a vote was taken by the Council on the Motion. Rodney Kendall, Harold Herndon, Angie Arp and Bruce Pack vote Yea. Rhonda Thomas voted Nay. Motion carried.

A Motion was made by Rodney Kendall to introduce the Ordinance allowing Distilleries. Seconded by Rhonda Thomas. All voted Yea. Motion carried. A vote to adopt this Ordinance will be taken at a later meeting.

A Motion was made by Rodney Kendall to approve the purchase of (3) three Mast Meters to be placed in various places on the water mains. He stated that he will talk to the Finance Director to see if the money is in the account to pay for the meters before ordering. Seconded by Rhonda Thomas. All voted Yea. Motion carried.

A Motion was made by Rhonda Thomas to approve the purchase of weights to be placed on the new tractors that the City purchased. These will make the tractors more stable on slopes while mowing. The cost will be around \$1,250.00. Seconded by Rodney Kendall. All voted Yea. Motion carried.

The resignation of Angie Arp from the Zoning Board of Appeals was presented to the Council. A Motion was made by Rodney Kendall to accept the resignation. Seconded by Bruce Pack. All voted Yea. Motion carried.

A Motion was made by Rodney Kendall to appoint Nancy Wehunt to replace Angie Arp and to serve the remainder of her term. Seconded by Angie Arp. Harold Herndon, Rodney Kendall, Bruce Pack and Angie Arp voted Yea. Rhonda Thomas voted Nay. Motion carried.

A Motion was made by Rodney Kendall to reappoint Donnie Gilliam to another four year term to the Planning Board of Directors. This term will expire in December 2017. Seconded by Bruce Pack. All voted Yea. Motion carried.

Rodney Kendall brought the matter of Chad Clemmons probation period was over, and that he wanted to go ahead and recommend that he be placed on Permanent Employee Status. A Motion was made by Rodney Kendall to approve. Seconded by Rhonda Thomas. All voted Yea. Motion carried.

Rodney Kendall made a Motion to take Summit Lane out of the CDBG Project on Summit Street. Seconded by Bruce Pack. Rodney Kendall, Bruce Pack, Angie Arp, Harold Herndon voted Yea. Rhonda Thomas voted Nay. Motion carried.

A Motion was made by Rodney Kendall to approve the purchase of three new computers for the Office and one for the Water Plant. Seconded by Rhonda Thomas. All voted Yea. Motion carried.

A Motion was made by Rhonda Thomas to cover the caution light at intersection of Mountain Street and East Main Street and see how this works. Also remove the traffic parking space to the East of this intersection. Seconded by Rodney Kendall. All voted Yea. Motion carried.

A Motion was made by Rodney Kendall that the changes that were made on 1-13-14 of personnel in the office be placed on hold until they are looked at by the City Council. The Mayor stated that she had administrative power to the moving around of employees. She said that the changes were in the best interest for the City. Seconded by Angie Arp. Angie Arp, Bruce Pack, Rodney Kendall voted Yea. Rhonda Thomas voted Nay. Harold Herndon abstained. Motion carried.

A Motion was made by Rodney Kendall to allow a curb cut on the lot owned by Jan Eaton located on East Main Street. Also, the City will gravel the entire lot to repair where water has been running across the lot. The curbing will also be fixed on the Messer Street side of lot so that the water problem will be resolved. Mayor Whitener reads statement to the Council which consisted of a construction and maintenance easement that signed by Jan & Steve Eaton giving the City the right to do whatever they needed to construct Streetscape Project. Rhonda Thomas then stated that the City had spent thousands of dollars on the plans for this project, and that these changes will create safety hazards.

on this area of the street. Plus these changes will also take away three parking spaces along Ease Main Street. The Motion was then Seconded by Angie Arp. Harold Herndon, Rodney Kendall, Angie Arp, Bruce Pack voted Yea. Rhonda Thomas voted Nay. Motion carried.

A Motion was made by Rodney Kendall to adjourn the Meeting. Seconded by Rhonda Thomas. All voted Yea. Meeting adjourned.

# Exhibit Q

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## City of Blue Ridge

480 West First Street • Blue Ridge, Georgia • (706) 632-2091

City of Blue Ridge  
Council Meeting Minutes  
City Hall  
480 West First Street  
October 6, 2015 at 10:00 am

Present: Mayor Donna Whitener  
Council Members Angie Arp, Harold Herndon,  
And Rhonda Thomas  
City Clerk Kelsey Ledford

Absent: Council Members Rodney Kendall,  
And Bruce Pack

1) Call Meeting to Order:

Council Member Rhonda Thomas made a motion to call the meeting to order. The motion was seconded by Council Member Angie Arp. The Council voted 3-0. Motion carried.

2) Prayer and Pledge of Allegiance:

Mayor Whitener stated that since Council Member Bruce Pack was not present to offer a word of prayer that everyone will take a moment of silence. The Pledge of Allegiance followed.

3) Council Meeting Rules of Procedures:

Mayor Whitener stated that the council meeting rules of procedures were available at the Council desk. She also stated that a revision to the policy is up for approval from the Council. Council Member Rhonda Thomas made a motion to approve the revision (attached). The motion was seconded by Council Member Harold Herndon. The Council voted 3-0. Motion carried.

4) Approval of Minutes:

a) Council Member Rhonda Thomas made a motion to approve the minutes from the September 8, 2015 Council Meeting. The motion was seconded by Council Member Angie Arp. The Council voted 3-0. Motion carried.

b) Council Member Rhonda Thomas made a motion to approve the minutes from the September 21, 2015 Special Called Council Meeting. The motion was seconded by Council Member Angie Arp. The Council voted 3-0. Motion carried.

5) Waste Water Treatment Plant Quotes:

Waste Water Treatment Plant Supervisor, James Weaver discussed three quotes (attached) each bidder's quote included the aerator, soft starter, local disconnect, and necessary electrical and mechanical installation in their proposal. After some discussion Mr. Weaver stated that he recommended the Council approve the quote from Dwight Oliver Electric. Mayor Whitener

## City of Blue Ridge

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asked Mr. Weaver to forward the three quotes to Carter & Sloope and allow them to confirm which quote is the better for the City before the Council approves a quote. Council Member Rhonda Thomas made a motion to table the topic until the Council Meeting scheduled for October 13, 2015. The motion was seconded by Council Member Angie Arp. The Council voted 3-0. Motion carried.

6) Cross Country Flag Day:

Mayor Whitener spoke briefly and provided an update. Council Member Rhonda Thomas made a motion to pass a resolution declaring April 29, 2015 as Cross Country Flag Day (attached). The motion was seconded by Council Member Harold Herndon. The Council voted 3-0. Motion carried.

7) Appalachian Pretrial Probation Program Contract:

Mayor Whitener provided a brief update and summary of the services offered by Appalachian Pretrial Probation Program (APPP). The Council discussed the topic until it was decided to not take action until the entire Council is available. Council Member Harold Herndon made a motion to table the topic. The motion was seconded by Council Member Angie Arp. The Council voted 3-0. Motion carried.

8) Carter & Sloope SRF Contract:

Mayor Whitener discussed the SRF contract with the Council and asked Utility Billing Supervisor Rebecca Harkins to give a brief presentation on the last SRF grant the City received. Council Member Rhonda Thomas made a motion to table the topic until the next meeting. The motion was seconded by Council Member Angie Arp. The Council voted 3-0. Motion carried.

9) Blue Ridge Municipal Planning Commission Recommendation:

Mayor Whitener read the recommendation of the Planning Commission regarding the annexation of Lake Blue Ridge Marina (attached). Council Member Rhonda Thomas made a motion to accept the recommendation of the Planning Commission and to annex the 1.87 acres of land and that it be zoned C-2 (General Commercial). The motion was seconded by Council Member Angie Arp. The Council voted 3-0. Motion carried.

10) Lake Blue Ridge Marina Annexation Ordinance (First Reading):

Mayor Whitener read the first paragraph of the Lake Blue Ridge Marina Annexation Ordinance. Council Member Rhonda Thomas made a motion to accept the first reading of the Lake Blue Ridge Marina Annexation Ordinance. The motion was seconded by Council Member Harold Herndon. The Council voted 3-0. Motion carried.

11) Lake Blue Ridge Marina Zoning Ordinance (First Reading):

Mayor Whitener read the first paragraph of the Lake Blue Ridge Marina Zoning Ordinance. Council Member Rhonda Thomas made a motion to accept the first reading of the Lake Blue

## City of Blue Ridge

480 West First Street • Blue Ridge, Georgia • (706) 632-2091

Ridge Marina Zoning Ordinance. The motion was seconded by Council Member Angie Arp. The Council voted 3-0. Motion carried.

**12) First Budget Hearing for the 2016 Budget for the City of Blue Ridge:**

Mayor Whitener asked if there were any questions pertaining to the proposed budget before asking for a motion. Council Member Rhonda Thomas made a motion to approve the budget. The motion was seconded by Council Member Harold Herndon. Council Member Angie Arp stated that she hoped Council Members Rodney Kendall and Bruce Pack have looked at the budget. Mayor Whitener stated that they should have since everyone got it a couple of weeks ago. The Council voted 3-0. Motion carried.

**13) Millage Rate Ordinance (First Reading):**

Mayor Whitener read the first paragraph of the Millage Rate Ordinance. Council Member Rhonda Thomas made a motion to accept the first reading of the Millage Rate Ordinance. The motion was seconded by Council Member Angie Arp. The Council voted 3-0. Motion carried.

**14) Solar Ordinance:**

The Mayor, Council and City Clerk discussed the need for the City to adopt an ordinance that addressed the issues of solar panels. Council Member Rhonda Thomas made a motion to allow Roy Parsons to work with the City Attorney in moving forward with writing a solar ordinance for the City of Blue Ridge. The motion was seconded by Council Member Harold Herndon. The Council voted 3-0. Motion carried.

**15) Snow Plow Quotes:**

Shop Supervisor Tony Byrd was present to give his recommendation as to which type of snow plow the Council should purchase for the Street Department. Council Member Rhonda Thomas made a motion to approve the quote from O.G. Hughes & Sons, Inc. in the amount of \$3,550.00. The motion was seconded by Council Member Harold Herndon. The Council voted 3-0. Motion carried.

**16) Waste Disposal Services at the Shop:**

Shop Supervisor Tony Byrd was present to give his recommendation as to which company the Council should choose in regards to waste disposal (chemicals, cleaner, etc.) at the City shop. Council Member Rhonda Thomas made a motion to approve the quote from Tri-State Government Services, Inc. in the amount of \$7,986. The motion was seconded by Council Member Harold Herndon. The Council voted 3-0. Motion carried.

**17) Propane Gas Quotes:**

The Mayor and Council reviewed and discussed the quotes from Appalachian Propane and Ferrellgas. Council Member Rhonda Thomas stated that she would be abstaining from this vote. Council Member Angie Arp asked if the Council could still vote. Mayor Whitener stated yes we

## City of Blue Ridge

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can and asked for a motion to approve. Council Member Angie Arp asked "so just two of us can vote". Mayor Whitener stated well you do have a quorum, you have three people here, you have to have two votes though. Council Member Angie Arp made a motion to accept the quote from Appalachian Propane. The motion was seconded by Council Member Harold Herndon. The Council voted 2-0 with Council Member Rhonda Thomas abstaining. Motion failed from a lack of a quorum voting.

**18) Monumental Equipment Inc. Quote:**

A quote was presented to the Mayor and Council from Waste Water Treatment Plant Supervisor James Weaver for Monumental Equipment Inc. to service the pumps. This service is done annually and is in the budget every year. Council Member Rhonda Thomas made a motion to approve the service quote from Monumental Equipment Inc. in the amount of \$4,140. The motion was seconded by Council Member Angie Arp. The Council voted 3-0. Motion carried.

**19) Mayor Reports:**

Mayor Whitener stated that she didn't have anything other than Jim Sisson's property acquisition request. She stated that she guessed everyone had seen the email from the City Attorney that said that Mr. Setser's attorney has called him stating that Mr. Setser is not willing to sign anything in order for the City to sell Mr. Sisson the piece of property. Council Member Rhonda Thomas stated that it's a really good idea to look at this lease. Council Member Thomas continued to discuss the lease issue briefly. Council Member Angie Arp stated that the Council needed to get the advice of the City Attorney. Mayor Whitener stated that she suggested that the Council do that so that the City can tell Mr. Sisson whether or not he can buy the property and build his building. Mayor Whitener stated that according to the attorney the City was at an impasse. Both Council Member Angie Arp and Rhonda Thomas stated that they would speak with Mr. Syfan prior to the October 13, 2015 Council Meeting.

**20) Nancy Caulder—Project on 50 & 209 West Main Street:**

Relator, Nancy Caulder with Berkshire Hathaway was present to discuss a poll she conducted of the community and stated that the results showed that the majority of the community wanted property that had both residential and retail combined. Ms. Caulder introduced developer Brendan Walsh.

**21) Brendan Walsh with Lehigh Development—Project on 50 & 209 West Main Street:**

Developer, Brendan Walsh with Lehigh Development was present to discuss a proposed development on West Main Street. Mr. Walsh gave a brief biography of himself and the history of Lehigh Development. Mr. Walsh presented a slideshow presentation of past developments. He stated his recommendations for an amendment to the Zoning Ordinance in regards to loft dwellings. The five minute time limit ran out. Mayor Whitener stated that he was making a huge investment in this City and asked that the Council give him more time to speak. There were no objections from the Council. Mr. Walsh continued with his presentation. Mr. Walsh asked that

## City of Blue Ridge

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the Council allow residential units on the third and fourth floors. He also stated that he really liked the existing ordinance in regards to the fire safety and parking regulations. Mr. Walsh discussed the concept of a live, work, play environment. Mr. Walsh thanked the Mayor and Council for their time and stated that he would be at the next meeting to discuss the proposed project in greater detail. Jim McKnight spoke from the audience. He reminded the Council of his similar request to amend the zoning ordinance and asked for an update. Mayor Whitener, Council Members Rhonda Thomas and Angie Arp commented. Mayor Whitener and Council Member Angie Arp discussed the proposed zoning ordinance amendment as well as the procedure to follow when amending the zoning ordinance. Council Member Arp stated that she would like for Roy Parsons to attend the next meeting.

22) Elma Ettman—“Friends of the Mineral Springs Walking Trail”:

Elma Ettman was unable to attend the meeting but submitted a letter for the Mayor and Council to review. Ms. Ettman along with others desire to create a 501(c) 3 organization called the “Friends of the Mineral Springs Walking Trail”. Council Member Rhonda Thomas suggested the City purchase a sign to place at Mineral Springs and Church Street to indicate that it is a walking trail. Mayor Whitener stated that she might could get in touch with Ms. Thompson and have her provide a few sign designs. The Council asked the City Clerk to request that Ms. Ettman or Kathy Thompson attend the next meeting to discuss the topic.

23) Bill Ryan—Storm Water & Property Nuisance:

Bill Ryan did not attend the meeting.

24) Ron Long (Blue Ridge Scenic Railway)—Depot, Sign, and Robert’s Way:

Ron Long discussed a list of items that need to be completed at the Depot that was given to the Mayor and Council at a previous meeting. Mayor Whitener stated that Street Supervisor, Mark Clemmons has the list but has not made anything happen. Mr. Long informed the Mayor and Council of some of his concerns with traffic on Robert’s Way and people parking on the tracks. Mr. Long also informed the Mayor and Council of people climbing on the fall display in front of the Depot. The time limit ran out at this time. Mr. Long discussed a sign proposal with the Council.

25) Patrick Crain—Mayor Qualifications:

Patrick Crain was present to discuss his concerns of the qualifications of the Mayor. He asked that the Council conduct an investigation to determine if the charter or state laws have been violated by Mayor Whitener. Mayor Whitener asked Mr. Crain what she has violated. After some discussion Mr. Crain stated that he would present the Council with a list of violations.

After public comment, Brian Pritchard spoke from the audience. He questioned a concern with the Council Meeting Rules of Procedure.

## City of Blue Ridge

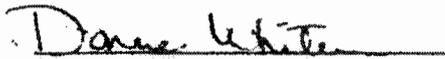
480 West First Street • Blue Ridge, Georgia • (706) 632-2091

26) Executive Session—Authorize negotiations to purchase, disposal of, or lease of property:

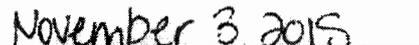
Council Member Angie Arp stated that she would like to discuss this topic with the entire Council. Therefore, the Council did not go into an executive session.

27) Adjournment:

Council Member Angie Arp made a motion to adjourn the meeting. The motion was seconded by Council Member Rhonda Thomas. The Council voted 3-0. Meeting adjourned at 11:42am.

  
\_\_\_\_\_  
Mayor Donna Whitener

  
\_\_\_\_\_  
City Clerk Kelsey Ledford

  
\_\_\_\_\_  
Approved



### **Third Ground for Appeal**

In denying the request for the Variance, the ZBA manifestly abused its discretion.

### **Fourth Ground for Appeal**

The requirement of a minimum 15 foot “rear yard” on Petitioner’s Property in the Central Business District causes Petitioner to suffer a significant economic detriment and is not reasonably necessary to either (a) the public health, safety, morals, or general welfare of the community; or (b) accomplishing the stated purpose for the zoning of the Property which is described as follows in Section 11.1 of the Regulations (bold emphasis added):

This district is designed and intended as a specialized district directed to serve the pedestrian in a **compact central area of the city**. The CBD district will provide for a **high-density shopping and business environment**, especially stressing the pedestrian function and interaction of people and businesses, rather than being heavily oriented toward the use of automobiles.

Thus, the “rear yard” requirement violates the due process and equal protection clauses of the State of Georgia Constitution (i.e. Art. 1, §1, ¶1 & Art. 1, §1, ¶2) and the United States Constitution (U.S. Const. Amendment V & XIV, §1), and is void.

### **Fifth Ground for Appeal**

The requirement of a minimum 15 foot “rear yard” on the Property is void because it is discriminatory, unreasonable, arbitrary, and capricious, thereby violating the due process clauses of the Georgia Constitution (i.e. Art. 1, §1, ¶1) and the United States Constitution (U.S. Const. Amendment V & XIV, §1).

### **Sixth Ground for Appeal**

The requirement of a minimum 15 foot “rear yard” on the Property is void because that requirement is applied in a discriminatory and unreasonable manner, thereby violating Petitioner’s rights to equal protection under the Georgia Constitution (i.e. Art. 1, §1, ¶2) and the United States

Constitution (i.e. U.S. Const. Amendment XIV, §1).

#### **Amended Seventh Ground for Appeal**

The denial of the Variance was accomplished with the participation of the Chairman of the Zoning Board of Appeals, Michael Eaton, in violation of O.C.G.A. § 36-67A-2 and Section 23.1-4 of the City of Blue Ridge Zoning Ordinance. The Chairman's failure to recuse himself from any participation in relation to the proceedings also constitutes a violation of Petitioner's due process right to an unbiased and impartial tribunal pursuant to the due process clause of the Georgia Constitution (i.e. Art. 1, §1, ¶1) and the United States Constitution (U.S. Const. Amendment V & XIV, §1).

#### **Amended Eighth Ground for Appeal**

The Regulations are void for vagueness because, among other reasons: (a) the Regulations fail to give such warning that a reasonable person would know what the Regulations require; or (b) the Regulations do not contain explicit standards for those applying it to apply it objectively.

#### **Amended Ninth Ground for Appeal**

The provisions of the City of Blue Ridge Zoning Ordinance governing variances (i.e. Section 23.3, et seq.) (the "Variance Regulation") is void for vagueness because, among other reasons: (a) the Variance Regulation fails to give such warning that a reasonable person would know what the Variance Regulation requires; (b) the Variance Regulation does not contain explicit standards for those applying it to apply it objectively; or (c) the Zoning Board of Appeals has failed to adopt rules and regulations as required by Section 23.4-3 of the Variance Regulation (see below).

**Amended Tenth Ground for Appeal**

According to Section 23.4-3 of the Regulations:

The Planning Commission shall adopt such rules and regulations for the conduct of the public hearings as are consistent with State law and are appropriate to its responsibilities, which shall be published and available to the public, including rules on the presentation of evidence.

No such rules and regulations have been adopted. As a consequence, the ZBA proceedings were conducted using arbitrary, unreasonable, and non-existent rules and regulations thereby resulting in the improper admission of and reliance on hearsay and unsupported rumors or innuendos to support its denial of the Petitioner's request for a variance.

This 14<sup>th</sup> day of June, 2016.

**FRANK X. MOORE LAW**



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Francis X. Moore, Esq.  
Georgia Bar No. 518120

Attorney for Petitioner

# City of Blue Ridge

480 West First Street

Blue Ridge, Georgia 30513

(706) 632-2091

Sycamore Crossing, LLC  
3980 Randall Mill Rd. NW  
Atlanta, Ga. 30327

May 11, 2016

Dear Property Owner,

The Blue Ridge Zoning Board of Appeals held a public hearing on May 3, 2016. The purpose of the hearing was to consider the request of representatives of Sycamore Crossing, LLC, 531 East Main Street, for a variance in the rear set-back requirement of the Blue Ridge Zoning Ordinance.

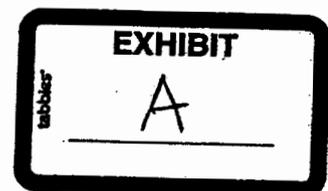
After consideration of the request for the variance, the Blue Ridge Zoning Board of Appeals denied the request. The Board based its decision on Section 23.3-1 of the Zoning Ordinance and the fact that the application did not demonstrate compliance with the conditions of said Section to allow a variance. You may appeal the decision of the Board to the Mayor and Council of the City of Blue Ridge. The appeal shall be made within thirty (30) days of your receipt of this notification. The appeals shall be filed with the Zoning Administrator and shall include specific grounds upon which the appeal is being made.

The Zoning Administrator's office is located at the Blue Ridge City Hall, 480 West First Street, Blue Ridge, Georgia. If you have any questions regarding this notice, please contact me at 706-632-2091.

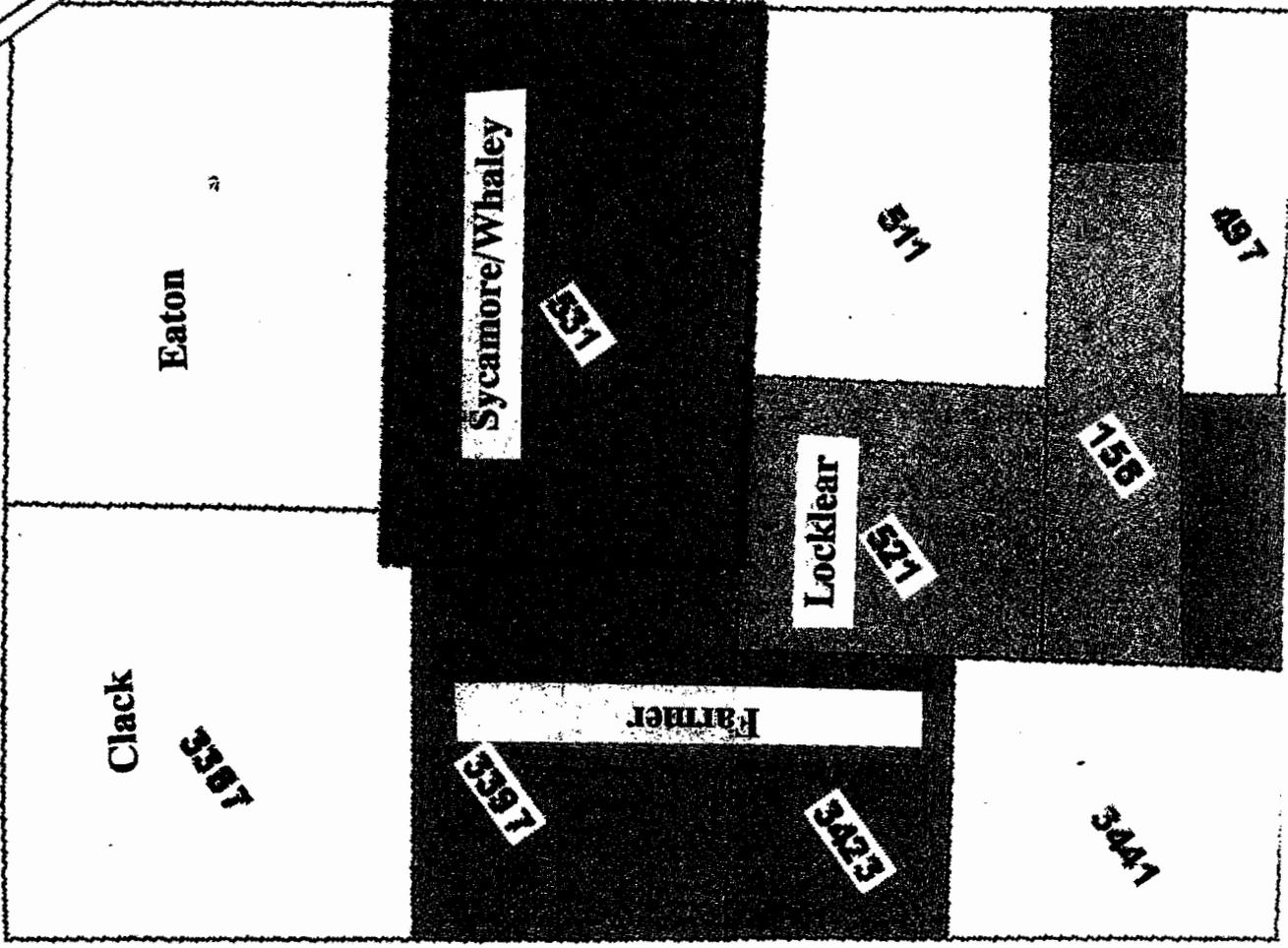
Signed,



Roy Parsons  
The City of Blue Ridge



E MAIN ST



Eaton

Clack

Sycamore/Whaley

Locklear

FATHER

3387

3397

3423

3441

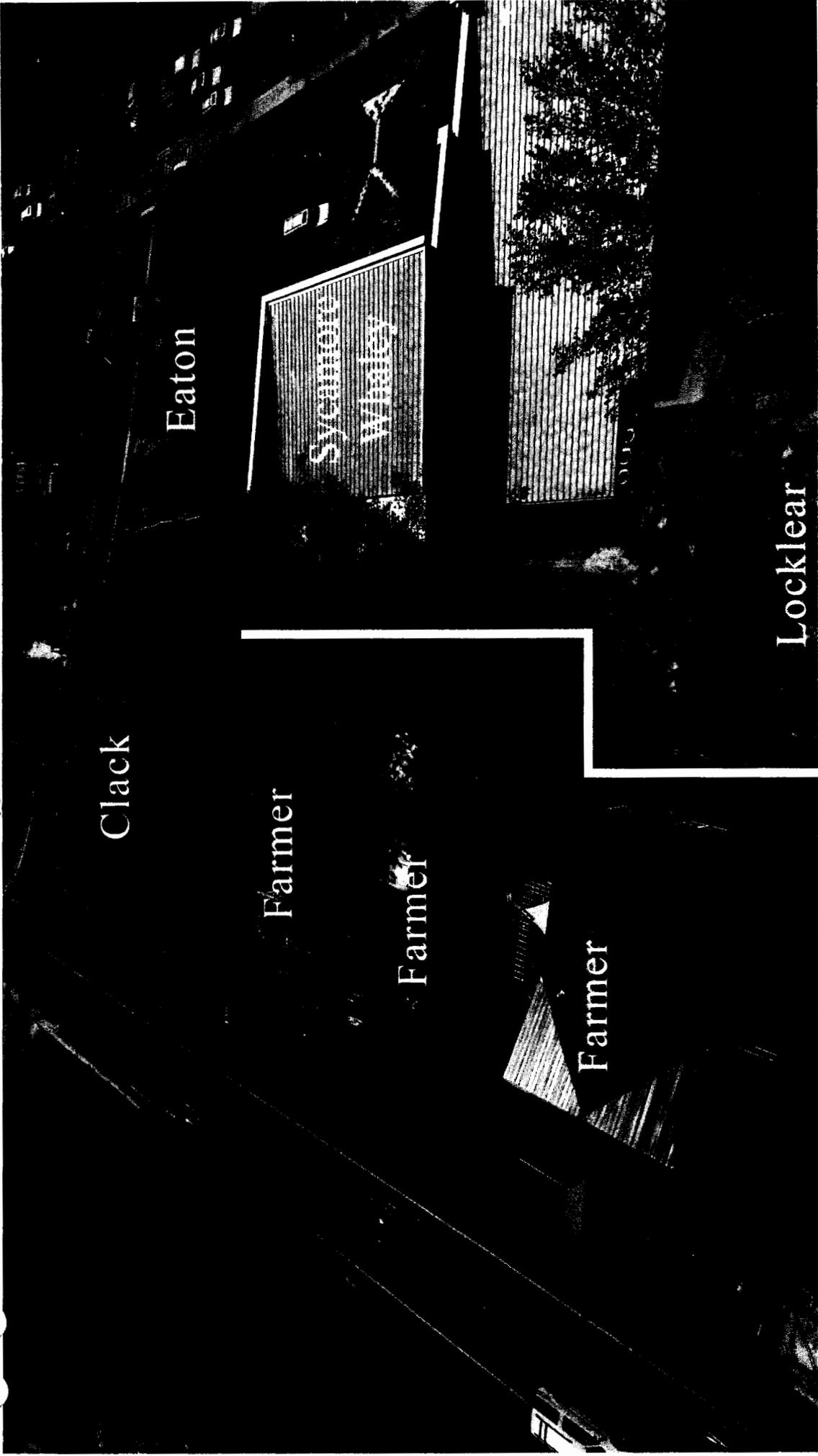
511

497

156

MISSOURI

E 1st St



Approximate property line

# Exhibit 2

Farmer

Locklear

Clack

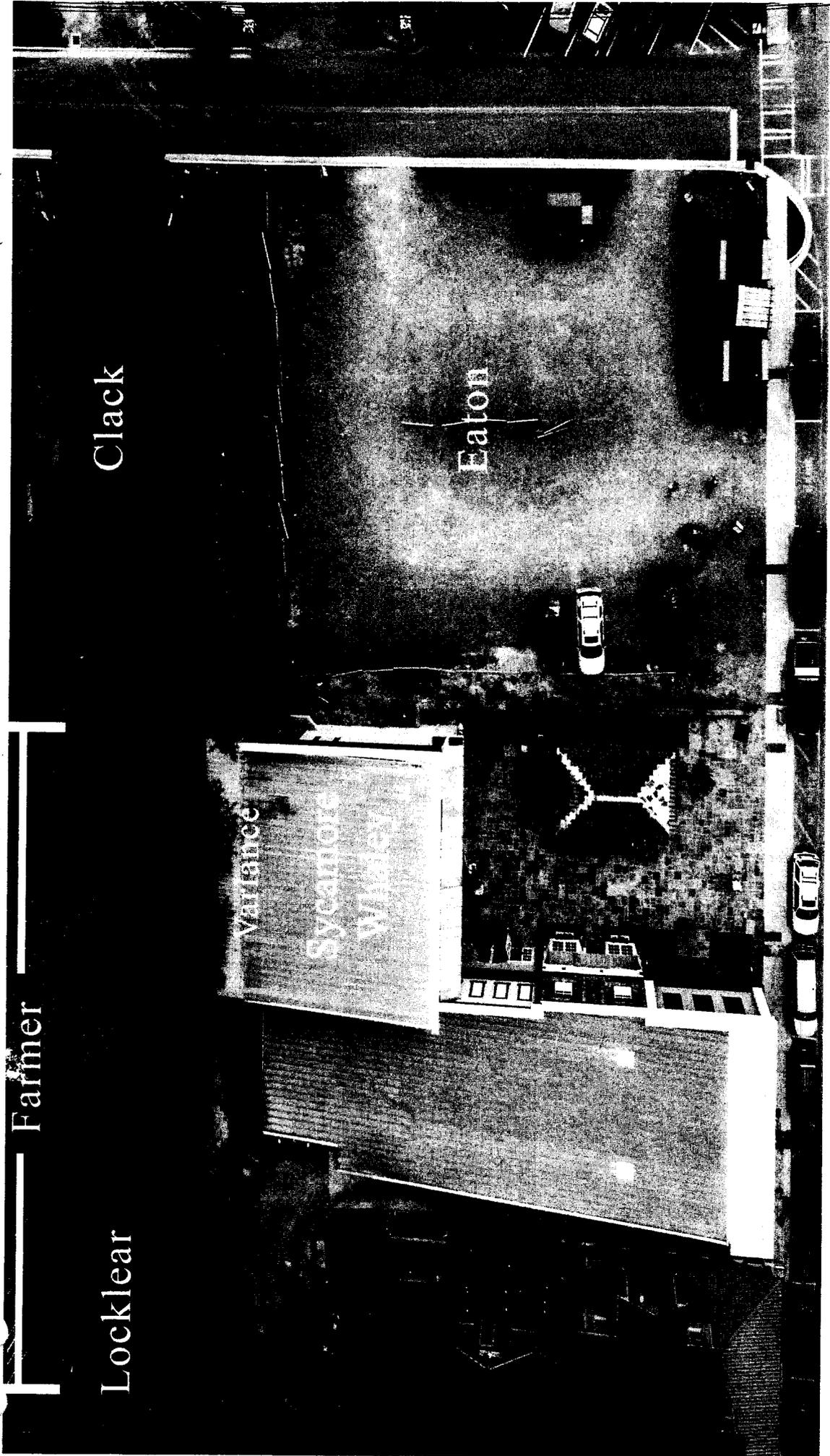
Eaton

Variance

Sycamore

Whiskey

# Exhibit 3



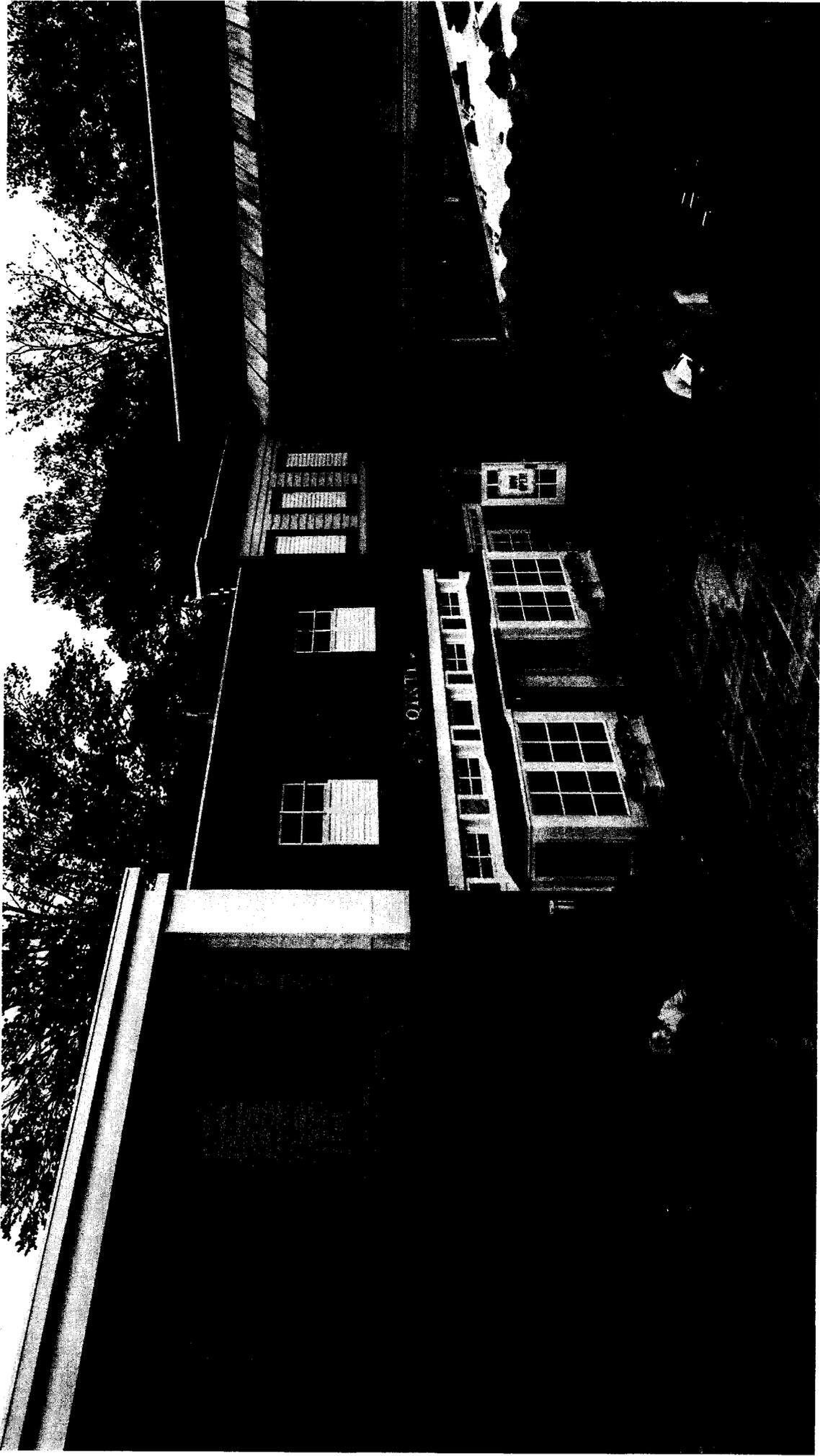


Exhibit 4

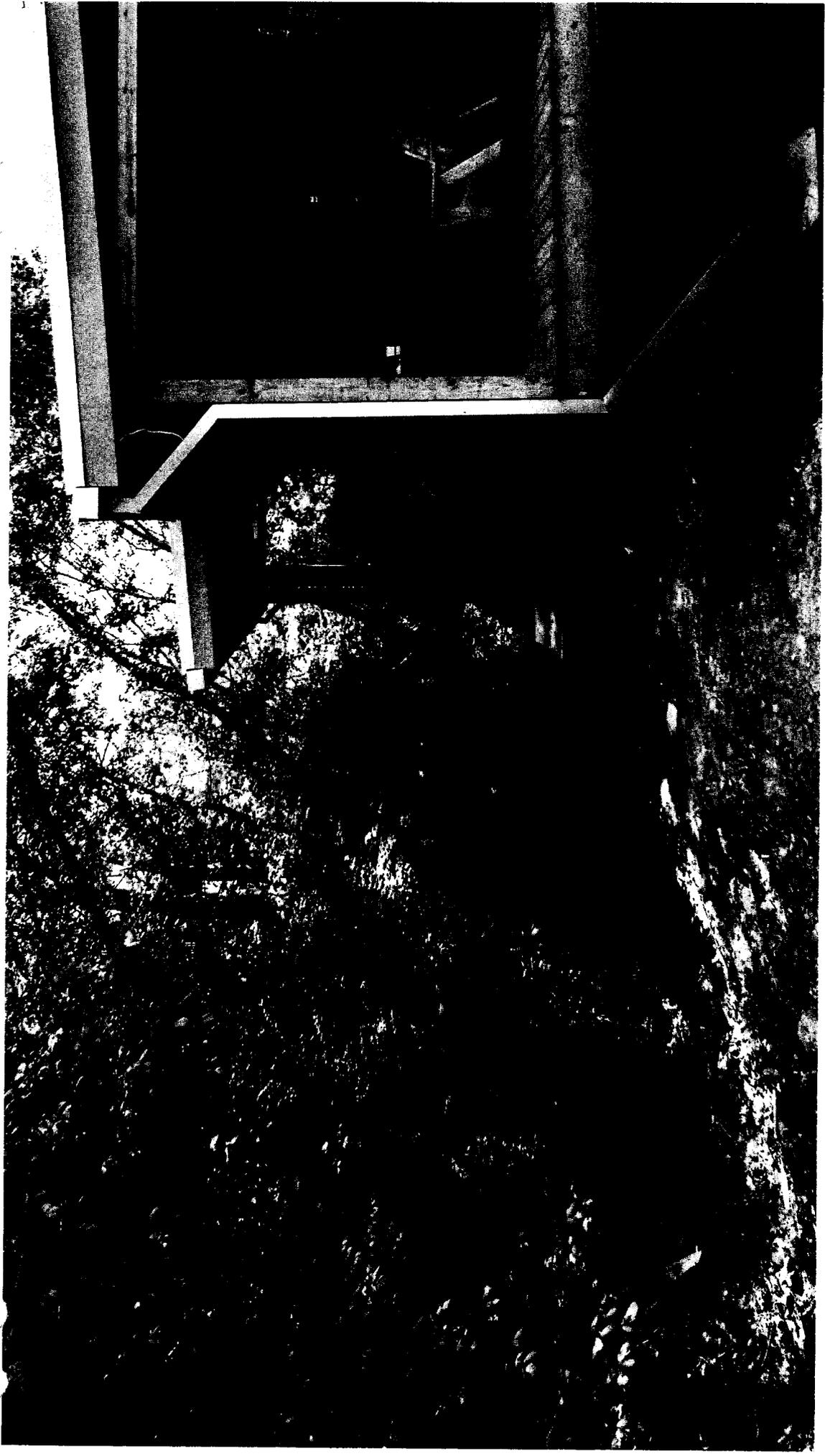


Exhibit 5

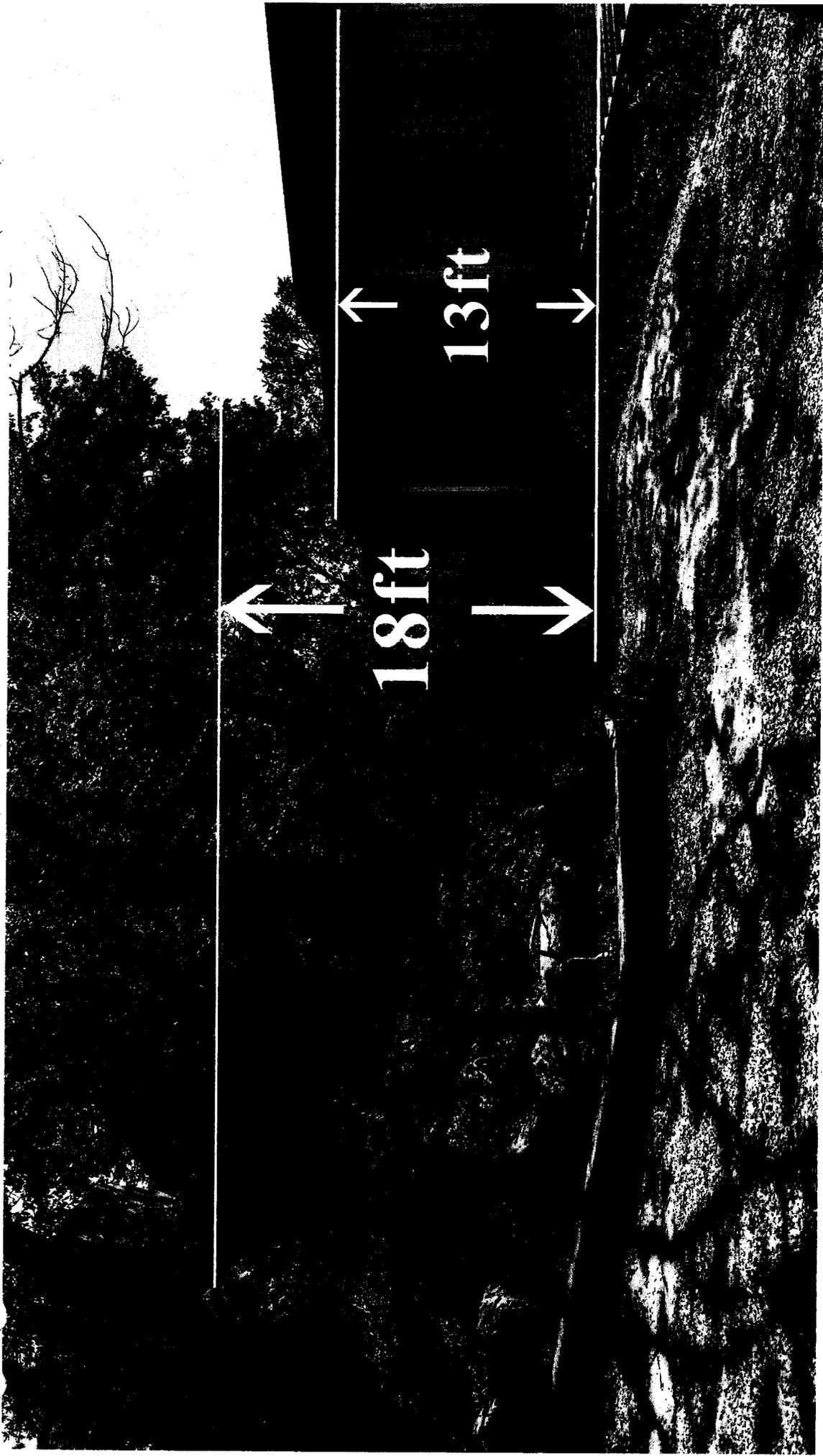


Exhibit 6

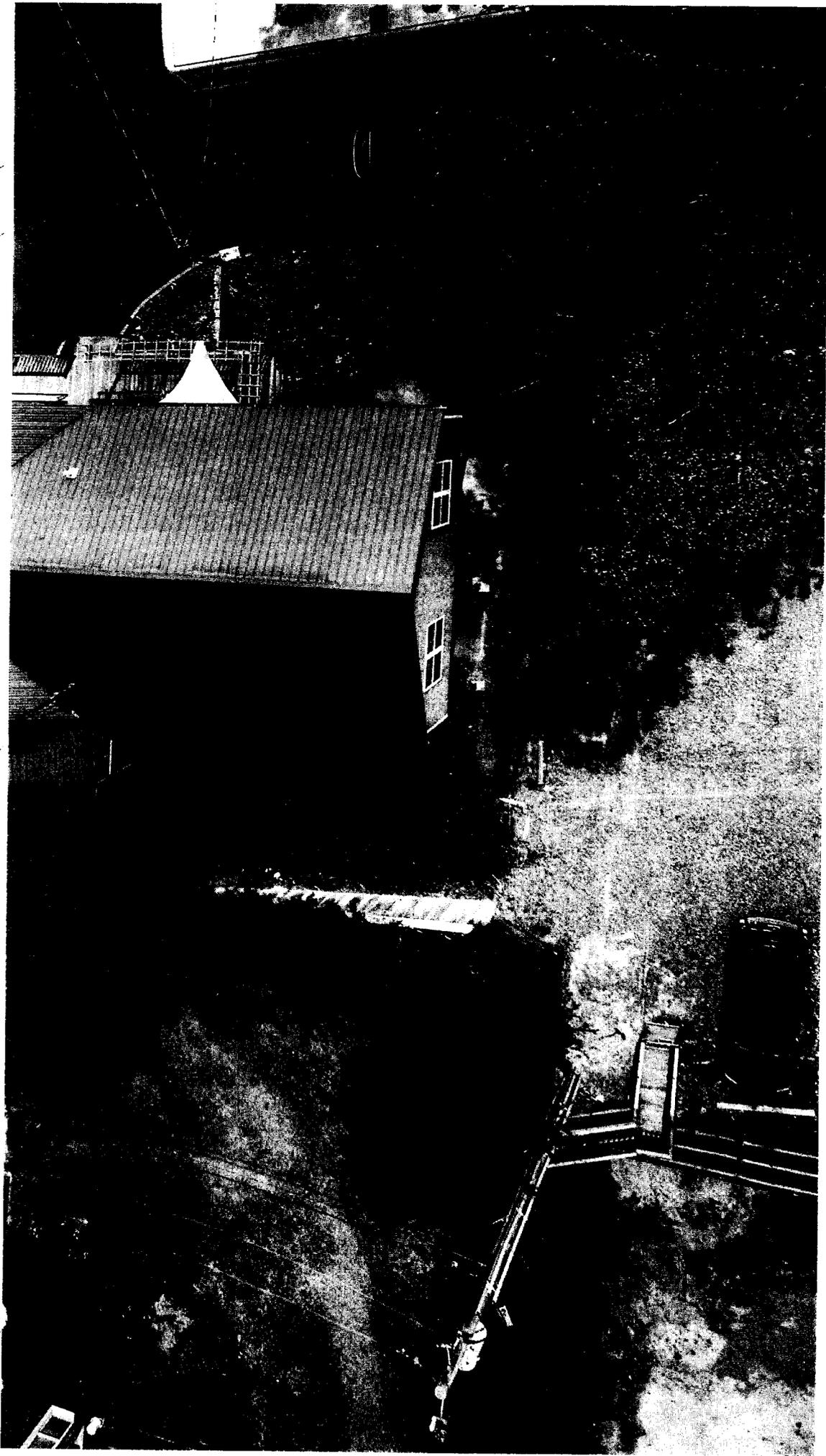


Exhibit 7

## Kelsey Ledford

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**From:** Matt Smith <msmith@cartersloope.com>  
**Sent:** Tuesday, June 14, 2016 9:04 AM  
**To:** Angie Arp; R. David Syfan; Kelsey Ledford; Donna Whitener; Roy Parsons  
**Cc:** Rodney Kendall; Rhonda Thomas; Harold Herndon; Bruce Pack  
**Subject:** RE: East Main Street Improvements - Temporary Construction Easement

Everyone:

I understand Angie's concern on the schedule and want to offer a more cushioned schedule that will allow for some flexibility in case of any unforeseen issues. The Optional Schedule below shows an earlier start date to the advertising, bidding, and recommendation of award, etc., which would allow for an extra month or so in between the preconstruction meeting/Notice to Proceed and the start of construction. This would provide for the additional cushion to push the preconstruction meeting back to after Thanksgiving if need be. All that I would need to do is make sure that this proposed schedule is explained in the Advertisement for Bids and that contractors are aware that they will have the agreements signed and the Notice to Proceed issued within 60-90 days of the bid date. This may be a schedule that the Council wants to discuss tonight. We could really work with either of these schedules or any variation in between the two. I'm planning on being at the City Council meeting tonight and will be ready to discuss this topic in more detail. I will also be in Blue Ridge most of the day so if anyone wants to discuss this project (or any others) prior to the meeting I'll be glad to do that also.

### Proposed Schedule

Advertisement to Bid to the Newspaper  
Start Advertising  
Bid Opening Date  
Recommendation of Award to City Council  
Notice of Award Approved by City Council  
Execution of Contract Documents & Bonds  
November 11  
Preconstruction Conference & Notice to Proceed  
18 (November 28 – December 20)  
Start of Construction

### Proposed Schedule

September 30  
October 5  
November 8  
November 11  
November 14 – 18  
November 21 – December  
December 19 or 20  
January 9

### Optional Schedule

August 19  
August 24  
September 29  
October 4 - 6  
October 11  
October 12 –  
November 14 –  
January 2 - 9

*Matt Smith, PE*  
*Carter & Sloope, Inc.*  
*115 Woodland Way, Suite 120*  
*Canton, GA 30114*  
*Office: 770-479-8782*  
*Cell: 478-214-3535*

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**From:** Angie Arp [mailto:aarp@cityofblueridgega.gov]

**Sent:** Monday, June 13, 2016 11:28 AM

**To:** R. David Syfan <rds@homlaw.com>; Matt Smith <msmith@cartersloope.com>; Kelsey Ledford <kledford@cityofblueridgega.gov>; Donna Whitener <dwhitener@cityofblueridgega.gov>; Roy Parsons <rparsons@cityofblueridgega.gov>

**Cc:** Rodney Kendall <rkendall@cityofblueridgega.gov>; Rhonda Thomas <rthomas@cityofblueridgega.gov>; Harold

**Task Release**

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THIS 14 day of June 2016, the undersigned Owner offers and the undersigned Engineer agrees to provide and perform services as identified herein (the "Work") on a project identified herein (the "Project") under the terms and conditions set forth herein and in a certain extension of **Master Agreement** for engineering services, No. 001, dated December 17, 2015 between the Owner and the Engineer (the "Master Agreement") which is incorporated herein by reference and made a part hereof as if fully restated herein.

**1. The Project:**

1.1 This Task Release is for a Project described as:  
*Downtown Improvements, East Main Street*

A. More specifically, the project includes the replacement of existing utility lines (water, sanitary sewer, and storm drainage), curb and gutter, sidewalks, parking spaces, and the asphalt roadway along East Main Street from the Mountain Street intersection to the Depot Street intersection.

**2. The Work:**

2.1 Engineer shall provide the following Work on the Project as defined herein and as follows:

- A. Preliminary engineering and concept development
- B. Design for the improvements along East Main Street, including water line, sewer line, and storm drainage replacement as necessary, sidewalk and street replacement, and redesign of parking and pedestrian access
- C. Permitting with local issuing authority and EPD

2.2 Design Phase:

- A. Preliminary engineering including developing initial design alternates, parameters, and preliminary cost estimates.
- B. Engineering design and production of plans including the following components:
  - 1. Surveying for project route.
  - 2. Plan view sheets that identify locations of existing utilities and proposed utility, street, and sidewalk improvements.

3. Profile Plans identifying the proposed utility alignment with respect to existing and proposed grades, utilities and roadway infrastructure.
  4. Project specific notes, details, and reports to support the design of the proposed utility, street, and sidewalk improvements as needed.
- C. Coordinate design with EPD representatives. Assist *City of Blue Ridge* in preparing applicable permits, request letters and utility agreement packages as needed for project.
- D. Prepare revised preliminary estimate of construction cost at completion of design.

2.3 Bid Phase:

- A. Meet with *City of Blue Ridge* representatives to discuss proposed bidding of the project including discussions on format, bid item alternatives, additions/deletions, etc. prior to advertising.
- B. Assist in advertising for construction including preparation and publication of Advertisement for Bid (AFB), distribution of AFB to known reputable contractors capable of adequately constructing the project, and preparing complete bid packages for bidders.
- C. Conduct pre-bid conference and prequalify contractors if requested by Owner.
- D. Assist in obtaining bids, conduct bid opening at location determined by Owner, prepare certified bid tabulation, evaluate bids and make recommendation of award to the *City of Blue Ridge*, and coordinate preparation and execution of contract documents.

2.4. Construction Phase:

- A. Schedule, attend and lead a preconstruction conference between *City of Blue Ridge* representatives and the selected contractor.
- B. Provide general administration of the construction contracts including coordination of all signatures and verification of bonds and contract related documents.
- C. Provide periodic construction review and assess construction quality and progress. Periodic construction review is estimated to be one review per week. A fee may be provided for a full time Resident Observer upon request, but is not included in fee breakdown below.
- D. Review contractor's pay estimates and make recommendations for payment.

- E. Conduct a pre-final inspection of the contractor's work with owner's representatives to determine if work is substantially complete and prepare a punch-list of items to be corrected, if necessary.
- F. Compile "As-Built" drawings showing actual locations of improvements from construction documents to include all redlines and field measurements notated by the contractor or contractor's subcontractors on record documents. This does not include field surveys of as-built site elements or utilities.
- G. Provide final construction review and close-out.

**3. The Engineer's Representations:**

- 3.1 The Engineer represents and warrants that it is fully and professionally qualified to act as the engineer for the Owner on the Project and is licensed to practice engineering by all entities or bodies having jurisdiction over the Project and the Work. The Engineer represents and warrants that it shall maintain any and all licenses, permits or other authorizations necessary to act as the engineer for the Work.
- 3.2 The Engineer represents and warrants that it has become familiar with the Project site and the local conditions under which the Work, and any work of the Owner or the Owner's other contractors based upon the Work, is to be performed.
- 3.3 The Engineer represents and warrants that it has obtained, reviewed, and carefully examined the Owner-Supplied Information for the Project.
- 3.4 The Engineer represents and warrants that it shall prepare all documents and things required by this Task Release in such a manner that all such documents and things shall be complete, accurate, coordinated and adequate for purposes intended, and shall be in conformity and comply with all applicable law, codes and regulations. The Engineer represents and warrants that, in performing the Work under this Task Release, it shall comply with all terms and conditions of the Master Agreement.

**4. Contract Time:**

- 4.1 Upon execution of this Contract and commitment by Owner of funds to complete the Project, Engineer will commence performance of its services hereunder, and will complete same within a time period mutually established between Owner and Engineer to meet Project schedules.

**5. Contract Price:**

<b>Task</b>	<b>Description</b>	<b>Fee Basis</b>
A	Preliminary Engineering	\$ 7,500.00
B	Engineering Design Phase*	\$ 84,000.00
C	Bid/Construction Phase*	\$ 36,000.00
D	Permitting (Land Dist., EPD, etc.)	\$10,000.00
<b>TOTAL FEE</b>		<b>\$ 137,500.00</b>

\*Proposed Engineering Design/Bid/Construction Admin Fee is 7.5% of Construction Estimate for work scope. Fee is based upon USDA Recommendation for Professional Engineering Services for a \$1,600,000 construction amount.

\*\*Additional engineering costs for preparation of Preliminary Engineering Reports will depend on specific funding sources. This amount can be determined once the funding sources have been approved by City Council, however, there will be a maximum of \$7,500 for all reports.

***Lump Sum fee amounts listed above shall not-exceed the amounts listed without prior written authorization.***

Hourly rates for Additional Services are listed provided in the Master Agreement.

- 5.1 The Owner agrees to pay the Engineer for the Work described above the lump sum Contract Price of **One hundred thirty seven thousand, five hundred dollars and 00/100 (\$137,500.00)** for the agreed upon scope described herein.
- 5.2 **Reimbursable Expenses:** None expected for this project.
- 5.3 **Additional Services:** Additional services will be defined as Consulting and Design Engineering on any product or process not described in the scope herein or within the attached report. Additional services may include, but not be limited to, services provided for geotechnical reports, easement and/or property surveys, wetland delineation, permitting and mitigation, and assistance with resolving warranty issues after project acceptance. Additional services will be authorized by the Owner prior to performance and will be billed at the hourly rates shown on the attached schedule and shall be inclusive of overhead and fixed fee or by invoice from Carter & Sloope's sub-consultant.

**6. The Primary Contacts:**

6.1 The Engineer designates the following individual as its primary contact for day-to-day communications with the Owner under this Task Release:

Matt Smith \_\_\_\_\_ 770-479-8782 \_\_\_\_\_  
 Name Phone

6.2 The Owner designates the following individual as its primary contact for day-to-day communications with the Engineer under this Task Release:

Donna Whitener \_\_\_\_\_ 706-455-8280 \_\_\_\_\_  
 Name Phone

WITNESS the signatures of the Owner's and the Engineer's authorized representatives placed on duplicate copies of this Task Release on the day and year first above written.

Carter & Sloope, Inc. ("Engineer")	City of Blue Ridge ("Owner")
   _____ Signature	 _____ Honorable Donna Whitener, Mayor
By: <u>Matt Smith, PE.</u> Printed name Title: <u>Senior Engineer</u> Date:	Date: <u>June 14</u> , 20 <u>16</u>

**Invoice**



**Carter & Sloope**  
CONSULTING ENGINEERS

Mayor Donna Whitener  
City of Blue Ridge  
480 West First Street  
Blue Ridge, GA 30513

April 14, 2016  
C&S Project No: B7970.016  
Invoice No: 21057

C&S Project B7970.016 Downtown Improvements, East Main Street (TR2)  
We respectfully submit our invoice for engineering services rendered to date on the above subject project. These services include continued preparation of construction plans and specifications. Also included are consultant fees for video inspection of the existing sewer and storm drainage lines.

**Engineering Services from January 3, 2016 to April 10, 2016**  
**Fee**

Billing Phase	Fee	Percent Complete	Earned
Preliminary Engineering	7,500.00	100.00	7,500.00
Engineering Design (Estimate)	122,500.00	40.00	49,000.00
Permitting	10,000.00	0.00	0.00
Contract Admin/Constr. Review	52,500.00	0.00	0.00
<b>Total Fee</b>	<b>192,500.00</b>		<b>56,500.00</b>
		Previous Fee Billing	27,100.00
		Current Fee Billing	29,400.00
	<b>Total Fee</b>		<b>29,400.00</b>

**Consultants**

Townley Construction Company, Inc.	4,182.26	
<b>Total Consultants</b>	<b>4,182.26</b>	<b>4,182.26</b>

**Total this Invoice \$33,582.26**

**Outstanding Invoices**

Number	Date	Balance
20864	1/8/2016	27,100.00
<b>Total</b>		<b>27,100.00</b>

**Total Now Due \$60,682.26**

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Project	B7970.016	Downtown Improvements, East Main Street	Invoice	21057
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Please contact me if you have any questions or comments.

Sincerely,



Tom H. Sloope, P.E.

cc: C&S Canton  
Ms. Kelsey Ledford, City Clerk

**Invoice**



**Carter & Sloop**  
CONSULTING ENGINEERS

Mayor Donna Whitener  
City of Blue Ridge  
480 West First Street  
Blue Ridge, GA 30513

January 8, 2016  
C&S Project No: B7970.016  
Invoice No: 20884

C&S Project B7970.016 Downtown Improvements, East Main Street **TR2**

We respectfully submit our invoice for engineering services rendered to date on the above subject project. These services include preliminary discussions regarding funding options, field survey and topo, video inspection of sewer and storm drainage, and conceptual design discussions.

**Engineering Services from October 19, 2015 to January 3, 2016**

**Fee**

Billing Phase	Fee	Percent Complete	Earned
Preliminary Engineering	7,500.00	100.00	7,500.00
Engineering Design (Estimate)	122,500.00	16.00	19,600.00
Permitting	10,000.00	0.00	0.00
Contract Admin/Constr. Review	52,500.00	0.00	0.00
<b>Total Fee</b>	<b>192,500.00</b>		<b>27,100.00</b>
		Previous Fee Billing	0.00
		Current Fee Billing	27,100.00
	<b>Total Fee</b>		<b>27,100.00</b>
		<b>Total this Invoice</b>	<b>\$27,100.00</b>

Please contact me if you have any questions or comments.

Sincerely,

*Tom H. Sloop*  
Tom H. Sloop, P.E.

cc: C&S Canton  
Ms. Kelsey Ledford, City Clerk

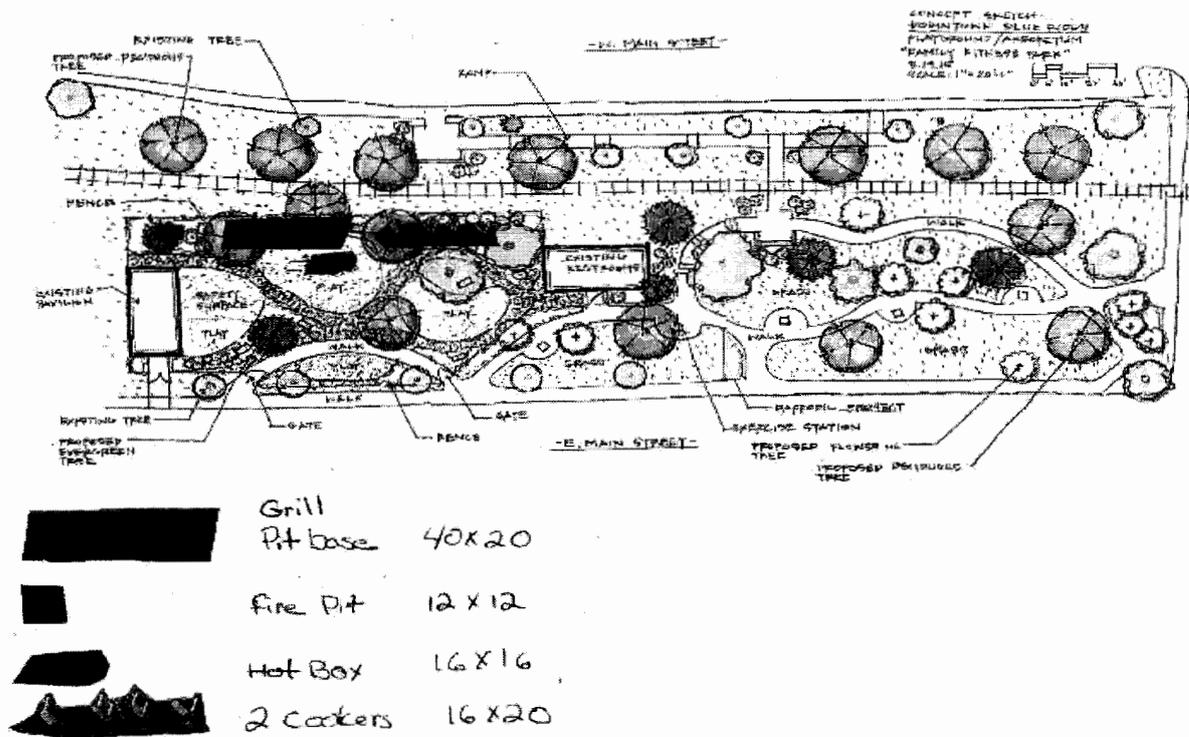
TO: Kelsey Ledford, City Clerk  
 FOR: Blue Ridge Mayor and City Council  
 FR: Good Samaritans of Fannin County Inc.  
 RE: Location of 1998 Barbecue Facility  
 DT: 06.14.16

Per Mayor's request, please provide this information to the Mayor and Council.

2015 was the 35<sup>th</sup> annual Labor Day Bar-B-Q. With the advent of the scenic railroad, the event was moved from its original location at the Depot based on decisions made by Mayor Robert Thomas, Willa Haight and Carlie Hammond. The selected location was at the most southern end of the park adjacent to the performing platform donated by Willa Haight. The current structure was built in 1998 by probationers according to plans drawn by City Engineer Mike Hampton. The solid and functional facility continues a traditional, wood coals barbecue event attended by multiple generations of tourists and residents alike. Proceeds from this event continue to provide financial assistance to less fortunate individuals and families through a cooperative, inter-denominational association of area churches.

In deference to its deep roots, the barbecue pavilion was never drawn on the Master Plan developed for the City of Blue Ridge. Good Samaritan objections were heard and we were advised that would have to relocate the barbecue facility after the 2016 Labor Day Bar-B-Q. On several occasions, we have been assured by the Mayor and Council that Good Samaritans would have a new facility as good as or better that would meet our needs in continuing our traditions.

Below is a copy of the preliminary landscape plan for the park section with overlays showing location of current LDBBQ facilities and equipment required for the event. Approximate measurements for each are listed below the schematic and those same measurements apply to the next schematic as well.



The schematic below was provided by our Chief Chef Antonio Aiello and depicts three sites The Good Sam leadership team met the second Monday in May to discuss the schematic and walk the park. It was the team's decision not to provide the schematic to the Council during the May meeting nor to convey any preferences stated during the meeting.

Notes re schematic below:

**1) North Side Church and West Main Corner** is across from the fire department and Methodist Church. In a previous meeting, Mayor had suggested a U-shaped pavilion be built to accommodate guests of projected hotel. Chef decision was space and design was not functional for the volume and streamline management to cook the volume of chicken and ribs. Leadership tentatively approved the site understanding that some of the parking spaces would be incorporated into the structure and that meets the DOT Rail right of way requirements.

**2) North Side Church and East Main Corner** suggested by Mayor Whitener was deemed unusable due to terrain, busyness of that intersection and that a large tree would have to come down.

2)



**3) South Side Church and West Main Corner** is located across from the Courthouse and steeply slants toward the tracks. Would make it work if need be and would be available to the courthouse employees during the year.

**4) South Side Church and East Main Corner** was drawn adjacent to the previous playground and deemed probably not useable due to the amount of dirt and changes to the park area.

**The consensus of the Good Samaritans' leadership team is:**

**First Choice** – stay in current location because:

- safest location to control and protect the public from all cooking equipment and facilities
- does not incur cost to City or taxpayers or donors to tear down and rebuild the same or better
- is out of the way of most activities in the community and park sections
- facilitates use of the stage for intended purposes of Willa Haight and Eagle Scout DJ Haymore
- Blue Ridge Manufacturing has plan to retrofit 1 or more of the 8 ft bays for more traditional charcoal grilling
- children's playground can be consolidated – adult playground/exercise equipment highly unpopular

**Second Choice** - across from the fire station if permissible/feasible as per above

**Third Choice** across from the court house

Please do not hesitate to contact me as the official spokesperson if you would like to meet with our leadership team to further explore opportunities. The Labor Day Bar-B-Q event is the primary fundraiser for benevolent funds used for your Fannin County neighbors in need. Many local persons will appreciate your consideration and support of our request to remain in place.

Respectfully Submitted

Carlie H. Hammond  
Chief Executive Officer  
Good Samaritans of Fannin County, Inc

**EXTRACT OF MINUTES  
RESOLUTION OF GOVERNING BODY**

**Recipient:** CITY OF BLUE RIDGE

**Loan Number:** DWSRF 16-007

At a duly called meeting of the governing body of the Borrower identified above (the "Borrower") held on the 14 day of June, 2016, the following resolution was introduced and adopted.

**WHEREAS**, the governing body of the Borrower has determined to borrow but not to exceed **\$211,985** from the **DRINKING WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (the "Lender") to finance a portion of the costs of acquiring, constructing, and installing the environmental facilities described in Exhibit A to the hereinafter defined Loan Agreement (the "Project"), pursuant to the terms of a Loan Agreement (the "Loan Agreement") between the Borrower and the Lender, the form of which has been presented to this meeting; and

**WHEREAS**, the Borrower's obligation to repay the loan made pursuant to the Loan Agreement will be evidenced by a Promissory Note (the "Note") of the Borrower, the form of which has been presented to this meeting;

**NOW, THEREFORE, BE IT RESOLVED** by the governing body of the Borrower that the forms, terms, and conditions and the execution, delivery, and performance of the Loan Agreement and the Note are hereby approved and authorized.

**BE IT FURTHER RESOLVED** by the governing body of the Borrower that the terms of the Loan Agreement and the Note (including the interest rate provisions, which shall be as provided in the Note) are in the best interests of the Borrower for the financing of the Project, and the governing body of the Borrower designates and authorizes the following persons to execute and deliver, and to attest, respectively, the Loan Agreement, the Note, and any related documents necessary to the consummation of the transactions contemplated by the Loan Agreement.

Denise White  
(Signature of Person to Execute Documents)

Denise White  
(Print Title)

Kelley Redmond  
(Signature of Person to Attest Documents)

City Clerk  
(Print Title)

The undersigned further certifies that the above resolution has not been repealed or amended and remains in full force and effect.

Dated: JUNE 14, 2016

Kelley Redmond  
Secretary/Clerk

(SEAL)

Adopted: June 14, 2016

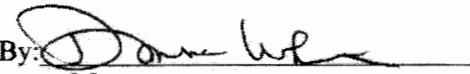
**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLUE RIDGE**

It appearing that a portion of the street and public way designated as a portion of Davis Street, and more specifically described in the certification of abandonment attached hereto has ceased to be used by the public to the extent that no substantial purpose is served by same and that abandoning said street and public way would be for the benefit of and in the best interest of the public;

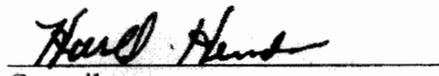
BE IT RESOLVED, that a portion of said street and public way designated as a portion of Davis Street (as more particularly described within the Certificate of Abandonment), be abandoned as a public street and public way, and the attached certification of abandonment of a portion of said street and public way designated as a portion of Davis Street, be, and the same is hereby adopted.

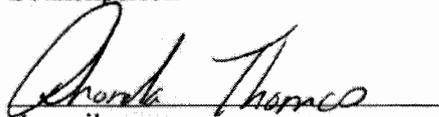
This 14 day of June, 2016.

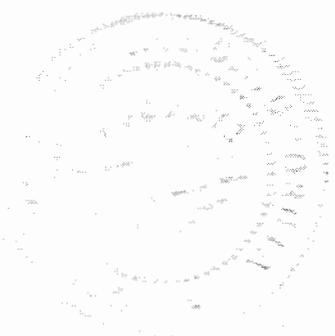
BLUE RIDGE CITY COUNCIL

By:   
Mayor

  
Councilperson

  
Councilperson

  
Councilperson



Angus B  
Councilperson

[Signature]  
Councilperson

Attest:

Kelsey Ledford  
City Clerk Kelsey Ledford

**CERTIFICATION OF ABANDONMENT**

**CITY COUNCIL OF BLUE RIDGE, GEORGIA**

WHEREAS, the City Council of Blue Ridge, Georgia, having been requested to abandon a certain street and public way described as a portion of Davis Street, and lying and being upon and between property owned by Toccoa Wilderness Properties, LLC, MJW, Inc. and HNL Properties, LLC, being more particularly shown, upon the recorded plat in Plat Hanger F486, page 1 in the office of the Fannin County Superior Court Clerk, which is incorporated into this certification by reference thereof;

WHEREAS, abandonment of the above-described street will not require the expenditure of federal or state funds; and

WHEREAS, the petitioners, Toccoa Wilderness Properties, LLC, MJW, Inc. and HNL Properties, LLC, are the property owners adjoining said unopened street; and

WHEREAS, the subject street has never been formally accepted, opened, or maintained as a street of the municipality of the City of Blue Ridge, Georgia; and

WHEREAS, the City of Blue Ridge did not acquire the subject street by purchase, no compensation having ever been paid; and

WHEREAS, said street having ceased to be used by the public to the extent that no substantial purpose is served by same as a public street and that abandoning said street and public way would be for the benefit of and in the best interest of the public;

NOW, THEREFORE, it is hereby declared that:

(1) Said street and public way designated as a portion of Davis Street, as described by the above-referenced plat, is abandoned by the City of Blue Ridge, Georgia, and that this shall

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certify that said street and public way is no longer a part of the municipal street system of Blue Ridge, Georgia, and further that the rights of the public in and to said street have ceased.

(2) The Mayor may dispose of the tract of land herein abandoned to the abutting owners, Toccoa Wilderness Properties, LLC, MJW, Inc. and HNL Properties, LLC, and is hereby authorized to execute a quit claim deed for the subject property to the abutting land owner on behalf of the City of Blue Ridge, Georgia.

This 14 day of June, 2016.

**CITY COUNCIL OF  
BLUE RIDGE, GEORGIA**

By: [Signature]  
Mayor

[Signature]  
Councilperson

[Signature]  
Councilperson

[Signature]  
Councilperson

[Signature]  
Councilperson

[Signature]  
Councilperson

Attest:

[Signature]  
Kelsey Ledford, City Clerk  
Blue Ridge, Georgia

RDS/lhc/2881/W186102

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**QUIT CLAIM DEED**

**GEORGIA, FANNIN COUNTY.**

**IN RE: A PORTION OF  
DAVIS STREET**

**THIS INDENTURE**, made the 14 day of June, 2016, between the City of Blue Ridge, of the County of Fannin, and State of Georgia, as party of the first part, hereinafter called Grantor, and HNL Properties, LLC, a Georgia limited liability company, as party of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

**WITNESSETH:** That Grantor for and in consideration of the sum of One (\$1.00) Dollar and other good and valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, has bargained, sold, and does by these presents bargain, sell, remise, release and forever quit-claim to Grantee all the right, title, interest, claim or demand which Grantor has or may have had in and to the following described real property, to wit:

ALL that tract or parcel of land, lying and being in Land Lot 278, 8<sup>th</sup> District, 2<sup>nd</sup> Section of Fannin County, Georgia, and being that portion of the undeveloped city street known as Davis Street which runs along the boundary of the property of Grantee as shown on a plat of survey dated December 15, 2015, prepared by Lane S. Bishop, G.R.L.S. No. 1575, and recorded in Plat Hanger E486, Page 1, in the office of the Clerk of Superior Court of Fannin County, Georgia, which is incorporated herein and made a part hereof by reference, and being a portion of a city street abandoned by the City of Blue Ridge, Georgia, pursuant to O. C. G. A. § 32-7-1, et seq., at a regular meeting of the Blue Ridge City Council on the 14 day of June, 2016, said portion being further described as running along the centerline of the right-of-way for Davis Street and adjoining the property of the Grantee,

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with all the rights, members and appurtenances to the said described premises in anywise appertaining or belonging.

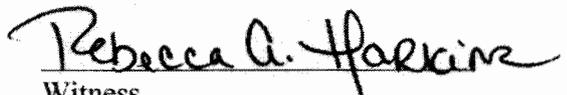
**TO HAVE AND TO HOLD** the said described premises unto Grantee, so that neither the said Grantor, nor any other person claiming under Grantor shall at any time claim or demand any right, title or interest to the aforesaid described premises or its appurtenances.

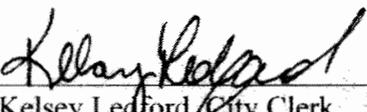
**IN WITNESS WHEREOF**, the Grantor has signed and sealed this deed, the day and year above written.

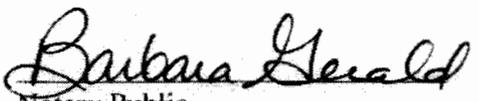
CITY OF BLUE RIDGE

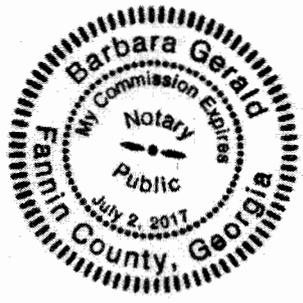
Signed, sealed and delivered  
this 21 day of June  
2016, in the presence of:

By:  (SEAL)  
Mayor Donna Whitener

  
Witness

Attest:  (SEAL)  
Kelsey Ledford, City Clerk

  
Notary Public  
My Commission Expires: 7-2-17  
[Affix Notary Seal]



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**QUIT CLAIM DEED**

**GEORGIA, FANNIN COUNTY.**

**IN RE: A PORTION OF  
DAVIS STREET**

**THIS INDENTURE**, made the 14 day of June, 2016, between the City of Blue Ridge, of the County of Fannin, and State of Georgia, as party of the first part, hereinafter called Grantor, and Toccoa Wilderness Properties, LLC, a Georgia limited liability company, as party of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

**WITNESSETH:** That Grantor for and in consideration of the sum of One (\$1.00) Dollar and other good and valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, has bargained, sold, and does by these presents bargain, sell, remise, release and forever quit-claim to Grantee all the right, title, interest, claim or demand which Grantor has or may have had in and to the following described real property, to wit:

ALL that tract or parcel of land, lying and being in Land Lot 278, 8<sup>th</sup> District, 2<sup>nd</sup> Section of Fannin County, Georgia, and being that portion of the undeveloped city street known as Davis Street which runs along the boundary of Lots 63 and 78 of Block 6 of the Falls Addition to the City of Blue Ridge as shown on a plat of survey dated December 15, 2015, prepared by Lane S. Bishop, G.R.L.S. No. 1575, and recorded in Plat Hanger E486, Page 1, in the office of the Clerk of Superior Court of Fannin County, Georgia, which is incorporated herein and made a part hereof by reference, and being a portion of a city street abandoned by the City of Blue Ridge, Georgia, pursuant to O. C. G. A. § 32-7-1, et seq., at a regular meeting of the Blue Ridge City Council on the 14 day of June, 2016, said portion being further described as running along the centerline of the right-of-way for Davis Street and adjoining the property of the Grantee,

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with all the rights, members and appurtenances to the said described premises in anywise appertaining or belonging.

**TO HAVE AND TO HOLD** the said described premises unto Grantee, so that neither the said Grantor, nor any other person claiming under Grantor shall at any time claim or demand any right, title or interest to the aforesaid described premises or its appurtenances.

**IN WITNESS WHEREOF**, the Grantor has signed and sealed this deed, the day and year above written.

CITY OF BLUE RIDGE

Signed, sealed and delivered  
this 21<sup>st</sup> day of June,  
2016, in the presence of:

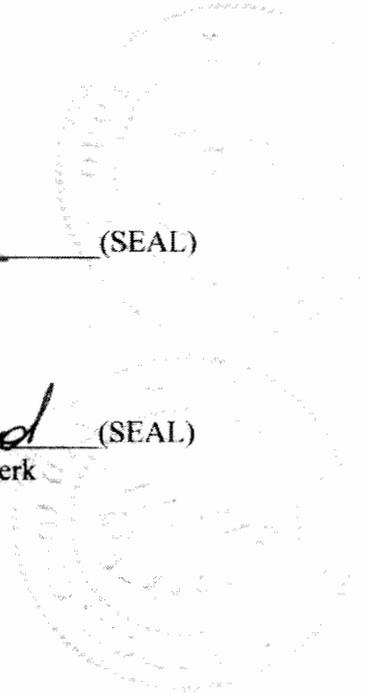
Rebecca A. Harkin  
Witness

Barbara Gerald  
Notary Public  
My Commission Expires: 7-2-17  
[Affix Notary Seal]



By Donna Whitener (SEAL)  
Mayor Donna Whitener

Attest: Kelsey Ledford (SEAL)  
Kelsey Ledford, City Clerk



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**QUIT CLAIM DEED**

**GEORGIA, FANNIN COUNTY.**

**IN RE: A PORTION OF  
DAVIS STREET**

**THIS INDENTURE**, made the 14 day of June, 2016, between the City of Blue Ridge, of the County of Fannin, and State of Georgia, as party of the first part, hereinafter called Grantor, and MJW, Inc., a Georgia corporation, as party of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

**WITNESSETH:** That Grantor for and in consideration of the sum of One (\$1.00) Dollar and other good and valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, has bargained, sold, and does by these presents bargain, sell, remise, release and forever quit-claim to Grantee all the right, title, interest, claim or demand which Grantor has or may have had in and to the following described real property, to wit:

ALL that tract or parcel of land, lying and being in Land Lot 278, 8<sup>th</sup> District, 2<sup>nd</sup> Section of Fannin County, Georgia, and being that portion of the undeveloped city street known as Davis Street which runs along the boundary of the property of Grantee as shown on a plat of survey dated December 15, 2015, prepared by Lane S. Bishop, G.R.L.S. No. 1575, and recorded in Plat Hanger E486, Page 1, in the office of the Clerk of Superior Court of Fannin County, Georgia, which is incorporated herein and made a part hereof by reference, and being a portion of a city street abandoned by the City of Blue Ridge, Georgia, pursuant to O. C. G. A. § 32-7-1, et seq., at a regular meeting of the Blue Ridge City Council on the 14 day of June, 2016, said portion being further described as running along the centerline of the right-of-way for Davis Street and adjoining the property of the Grantee,

---

with all the rights, members and appurtenances to the said described premises in anywise appertaining or belonging.

**TO HAVE AND TO HOLD** the said described premises unto Grantee, so that neither the said Grantor, nor any other person claiming under Grantor shall at any time claim or demand any right, title or interest to the aforesaid described premises or its appurtenances.

**IN WITNESS WHEREOF**, the Grantor has signed and sealed this deed, the day and year above written.

CITY OF BLUE RIDGE

Signed, sealed and delivered  
this 21 day of June  
2016, in the presence of:

By: *Donna Whitener* (SEAL)  
Mayor Donna Whitener

*Rebecca A. Hoerlin*  
Witness

Attest: *Kelsey Ledford* (SEAL)  
Kelsey Ledford, City Clerk

*Barbara Gerald*  
Notary Public  
My Commission Expires: 7-2-17  
[Affix Notary Seal]





Blue Ridge, Georgia  
Live. Work. Play.

**BUDGET AMENDMENT #3**

**FOR THE FISCAL YEAR ENDING DECEMBER 31, 2015**

**BUDGET AMENDMENT FOR COUNCIL APPROVAL**

			<u>BUDGET</u>	<u>AMENDMENT</u>	<u>ADJUSTED BUDGET</u>
<b>GENERAL FUND</b>					
100-31-0000-4200	REVENUE	BEVERAGE TAXES	(250,000)	(18,000)	(268,000)
100-52-1500-1201	GEN ADM	LEGAL	60,000	1,000	61,000
100-52-1500-1205	GEN ADM	LEGAL- LAWSUITS	35,000	<u>17,000</u>	52,000
-					
<b>STREETSCAPE GRANT FUND</b>					
340-33-0000-4320	REVENUE	STREETSCAPE PHASE III	-	(100,000)	(100,000)
340-52-7565-3001	DWNTWN	CONTRACTED SERVICES	-	<u>100,000</u>	100,000
-					

ADOPTED AT REGULAR COUNCIL MEETING

Kelley Ledger  
CITY CLERK

6-14-16  
DATE

**WORK DETAIL AGREEMENT**  
**Governmental Entity Provides Vehicle**

THIS AGREEMENT is entered into this 1st day of July, 2016, by and between GEORGIA DEPARTMENT OF CORRECTIONS, an agency of the State of Georgia (hereinafter referred to as "Department"), and City of Blue Ridge, a department, agency or political subdivision of the State of Georgia ("Governmental Entity"),

**WITNESSETH:**

WHEREAS, Department desires to obtain appropriate work for offenders incarcerated at its Colwell Probation Detention Center, a sub-unit of Lee Arrendale State Prison facility (hereafter "Offenders" and "Facility"); and

WHEREAS, Governmental Entity desires to obtain the services of Offender work crews on public works projects in accordance with O.C.G.A. §42-5-60(e).

NOW, THEREFORE, in consideration of these premises and the mutual promises and agreements hereinafter set forth, the parties hereby agree as follows:

1. Term of Agreement. The term of this Agreement shall be from July 1, 2016 until 11:59 p.m. on June 30, 2017 ("Term"). The parties may, by mutual agreement in writing, extend the Agreement for additional time periods.
2. Scope of Services. Department agrees to provide Governmental Entity with one (1) Offender work detail(s). Each work detail provided will have a maximum of ten (10) Offenders ("Work Detail") as well as one (1) full-time correctional officer ("Correctional Officer"). The Work Detail will perform labor on public works projects described in an attachment hereto or as communicated to Department from time to time in the manner provided herein (the "Work"). Department shall have the right and responsibility to control the time and manner of executing the Work through the Correctional Officer that is assigned to supervise Work Detail. For purposes of this paragraph, the Correctional Officer shall be acting as an agent of Governmental Entity. Governmental Entity shall also have the right and responsibility to direct the Correctional Officer concerning the Work. Governmental Entity acknowledges and agrees that the Work shall not include Offender labor that benefits private persons or corporations.
3. Prohibited Contact And Dealings With Offenders.
  - A. Governmental Entity will take all reasonable steps to ensure that its officials, employees, students, and agents refrain from any personal dealings with the Offenders working under this Agreement. Such prohibited conduct includes, but is not limited to, giving, receiving, selling, buying, trading, bartering, or exchanging anything of value with an Offender.
  - B. Governmental Entity will take all reasonable steps to ensure that the Offenders working under this agreement will have no contact with any unauthorized civilians.
  - C. In the event that Governmental Entity is a school or school system, Governmental Entity will

take all reasonable steps to ensure that the Offenders working under this Agreement will have no contact with any student of Governmental Entity's school system.

- D. Governmental Entity will take all reasonable steps to ensure that no gun or other weapon, intoxicating liquor, any drug of any type, any cellular telephone or communications device of any type, or contraband item specified by Department, is made available by its officials, employees, students, and agents to any Offender working under this Agreement on any property under Governmental Entity's control.
4. Workplace Safety. Governmental Entity agrees to provide a safe workplace for Work Details in accordance with State law. Governmental Entity shall be responsible for the coordination between Offender work details and other workers in the workplace. Department shall be responsible for the custody of Offenders at all times, including security, meals, and medical care. Each party agrees to comply with applicable laws, rules, regulations and orders of federal, State and local governments in the performance of the Work.
  5. Vehicles, Equipment and Supplies. Governmental Entity agrees to supply vehicles suitable for transporting Work Detail to and from the location or locations of the Work. The Correctional Officer shall be responsible for transporting the Work Detail to and from the location or locations of the Work in the vehicles provided by Governmental Entity. In performing such transportation services, Correctional Officer shall be acting as an agent for Governmental Entity. Government Entity is responsible for ensuring that each vehicle used for transporting Work Details is equipped with a mobile radio which complies with federal law, specifically Federal Communications Commission ("FCC") Order 04-292. The mobile radio equipment will be high power, with appropriate antennae for maximum output and range of coverage. On December 20, 2004, the Federal Communications Commission (FCC) issued Order No. 04-292, which requires all state and local law enforcement agencies using below 512 megahertz mobile radio equipment to begin using 12.5 kilohertz Narrowband Mobile Communications radios by January 1, 2013. Governmental Entity further agrees to obtain an appropriate automobile liability insurance policy which will provide insurance coverage for the correctional officer's use and operation of the vehicle discussed in this paragraph. Governmental Entity agrees to provide Department with appropriate proof of automobile liability insurance for said vehicle within thirty (30) days of the commencement of this Agreement. Governmental Entity shall also supply all necessary tools, equipment and supplies for the performance of the Work, including all safety gear and any necessary protective clothing. Small quantities of gasoline shall be dispensed, stored and carried only in containers approved for this purpose by the National Fire Protection Association. Governmental Entity agrees to assume full responsibility for the condition, maintenance, damage or loss of any tools, equipment or supplies provided hereunder.
  6. Compensation. Governmental Entity agrees to pay Department the sum of Thirty Nine Thousand Five Hundred Dollars (\$39,500.00) per year for the Term of this Agreement. Governmental Entity acknowledges that the foregoing sum is commensurate with labor supplied, salary, and benefits for Correctional Officer assigned to the Work Detail. This amount does not include overtime provided by Correctional Officer in performing the Work. Governmental Entity expressly agrees to pay Department for any overtime provided by Correctional Officer at an overtime rate of one and one half (1½) times Correctional Officer's hourly rate. Work Detail will be provided four (4) days per week for the Term of this Agreement, with the exception of state and federal holidays and up to fifteen (15) additional days due to annual leave, sick leave, mandatory training days for the correctional officer, periods of inclement weather, and facility emergencies, such as offender disturbances and medical quarantine

(collectively "Off Days"). For each day in excess of the Off Days that the Work Detail is not provided during the Term, compensation due to Department shall be reduced by One Hundred Eighty Nine Dollars and Ninety Cents (\$189.90). Where possible, Department will give advance notice to Governmental Entity of Off Days and will provide Governmental Entity with an explanation of the reason for any Off Days on Department's monthly invoice, which invoice is due and payable Thirty (30) days from receipt by Governmental Entity. Any credits due Governmental Entity shall be noted by Department on this invoice. If the detail does not go out because the Governmental Entity is not able to provide transportation, or at the request of the Governmental Entity, the Governmental Entity is responsible for paying the full rate for that day. Detail will be provided for ten (10) hours per day, including time for transportation and supervision of Work Detail exiting and re-entering Facility.

7. Termination for Convenience. This Agreement may be terminated by either party upon seven (7) calendar days written notice. The seven (7) days will commence with the receipt of the notice by the non-canceling party.
8. Notices. Any notice under this Agreement shall be deemed duly given if delivered by hand (against receipt) or if sent by registered or certified mail -- return receipt requested, to a party hereto at the address set forth below or to such other address as the parties may designate by notice from time to time in accordance with this Agreement.

If to Governmental Entity:                      City of Blue Ridge  
   Mayor  
   480 West First Street  
   Blue Ridge, GA 30513

If to Department:                                      Jennifer Ammons  
   General Counsel  
   Georgia Department of Corrections  
   State Office South, Gibson Hall, 3<sup>rd</sup> Floor  
   P.O. Box 1529  
   Forsyth, GA 31029

With a copy to:    Colwell Probation Detention Center  
   Superintendent  
   189 Beasley Street  
   Blairsville, GA 30512

9. Sole Benefit. Department and Governmental Entity enter into this Agreement for their sole benefit. Department and Governmental Entity do not intend to give any rights pursuant to this Agreement to any other parties that are not signatories to this Agreement. These other parties include, but are not limited to, any Offender(s) who participate in the work detail(s) outlined in this Agreement. Department and Governmental Entity do not intend for such Offender(s) or other parties that are not signatories to this Agreement to be third party beneficiaries to this agreement.
10. Amendment. The parties recognize and agree that it may be necessary or convenient for the parties to amend this Agreement so as to provide for the orderly implementation of all of the undertakings described herein, and the parties agree to cooperate fully in connection with such amendments if and as necessary. However, no change, modification or amendment to this Agreement shall be effective unless

the same is reduced to writing and signed by the parties hereto.

11. Governing Law. This Agreement is executed in the State of Georgia, and all matters pertaining to the validity, construction, interpretation and effect of this Agreement shall be governed by the laws of the State of Georgia. Any lawsuit or other action brought against the Department and the State based upon or arising from the Contract shall be brought in the Superior Court of Fulton County Georgia.
12. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute one agreement. No party shall be bound by this Agreement until all parties have executed it.
13. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties hereto and replaces, cancels and supersedes any prior agreements and understandings relating to the subject matter hereof; and all prior representations, agreements, understandings and undertakings between the parties hereto with respect to the subject matter hereof are merged herein.

IN WITNESS WHEREOF, the parties have caused the authorized representatives of each to execute this Agreement on the day and year first above written.

GEORGIA DEPARTMENT OF  
CORRECTIONS:

By: \_\_\_\_\_  
Jennifer Ammons  
General Counsel

GOVERNMENTAL ENTITY:

By: Donna Whitener  
Print Name: Donna Whitener  
Title: Mayor

FACILITY WARDEN/SUPERINTENDENT

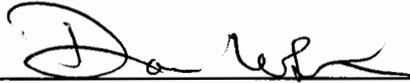
By: \_\_\_\_\_  
Print Name: \_\_\_\_\_

**CERTIFICATE OF APPOINTMENT OF THE ZONING APPEALS BOARD OF THE CITY  
OF BLUE RIDGE, GEORGIA**

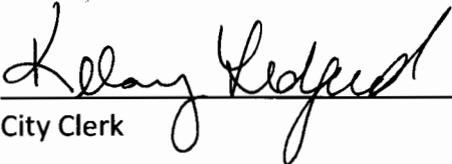
WHEREAS, the term of Nancy Wehunt as a member (will expire; has terminated by resignation; or ended due to his/her death) on June 13, 2016.

NOW THEREFORE, by virtue of my office as Mayor, the City of Blue Ridge Council appoints Charles Kissilburg to serve as a member for a four-year term, ending June 14, 2020.

IN WITNESS WHEREOF, I have hereunto signed by name as Mayor of the City of Blue Ridge, Georgia, and caused the official seal of the City of Blue Ridge, Georgia, to be affixed hereto this 14 day of June, 2016.

  
\_\_\_\_\_  
Mayor

ATTEST:

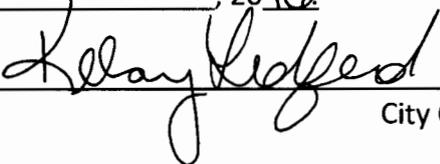
  
\_\_\_\_\_  
City Clerk

**CERTIFICATE OF CITY CLERK**

I hereby certify that the above and foregoing is a true and correct copy of the Certificate of Appointment of member of the Zoning Appeals Board of the City of Blue Ridge, Georgia, filed in the office of the City Clerk on the 14 day of June, 2016.

Approved by Council on 14 day of June, 2016

(SEAL)

  
\_\_\_\_\_  
City Clerk

# City of Blue Ridge

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480 West First Street

• Blue Ridge, Georgia 30513

• (706) 632 - 2091

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To: Mayor and Council

May 20, 2016

From: Blue Ridge Planning Commission

A public hearing was conducted on December 15, 2015. An amendment to the Blue Ridge Sign Ordinance as recommended by the Mayor and Council was considered at the hearing. After careful review and consideration of the proposed changes to the Sign Ordinance, the changes were recommended for adoption. A copy of the proposed changes is attached to this recommendation.

Signed,



Roy Parsons

Secretary to the Planning Commission

Proposed amendments to the Sign Ordinance of the City of Blue Ridge

1. 17.3-4 c. add i.e. directional signs.
2. 17.4-1a Change Signs within 400 feet of the right of way.. to **:PROPERTY WITH DIRECT FRONTAGE ON HWY 515 ...**
3. 17.5-2 add ...or one pole sign is allowed in CBD.
4. Only those properties zoned CBD with the main building located a minimum of
5. 25' from any street right of way shall be allowed to have a pole sign.
6. The maximum allowable area for a pole sign located in the CBD is 50 sf. including the supporting framework. Dimensions shall not exceed 60" in width and 10' in height. Pole signs shall be limited to a single support pole not to exceed eight inches in diameter or a single 8"x 8" support structure.
7. Pole signs located within the CBD shall have a maximum height of 20' and shall not extend over a public right of way. If the bottom edge of the sign area or framework is less than 10 feet above grade, the edge of the signage area closest to the right of way shall be located a minimum of 10 feet from the street right of way. The placement of any pole sign shall comply with all pertinent codes, i.e. proximity to a power source.
8. 17.7-2 b (2) and (3) Delete.
9. Add projecting signs as permissible signage.
  - ~~a. Projecting signs are allowed in commercial (except C-1) and manufacturing districts.~~
  - b. Projecting signs are allowed in the CBD and are allowed to extend over a pedestrian way, no roadway, provided a clear height of 8' above grade is maintained.
  - c. One projecting sign per façade of a building is allowed.
  - d. The maximum display area, including framework, shall not exceed 6 square feet.
  - e. The horizontal dimension of a projecting sign shall not exceed 3' with the innermost edge of the sign located no more than 1' from the building façade.
  - f. The placement of any projecting sign shall comply with all codes, i.e. electrical system clearance requirements.
  - g. The upper most section of projecting signs shall not exceed 12' above grade.
10. 17.7-2b-1 add as permitted uses for temporary signage, animated signs, pendants and streamers, and balloons. Remove bench sign as prohibited signs.
11. 17.7-3 b. Delete
12. 17.9-2 Penalties. Change (30) to (10) days notice requirement with fines established as the maximum allowed by law.

Note: Changes, if any, may be required to the proposals in order to be properly incorporated into the sign ordinance.

PUBLISHED \_\_\_\_\_

ZONING HEARING \_\_\_\_\_

FIRST READING \_\_\_\_\_

PASSED \_\_\_\_\_

AN ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE TO AMEND THE ZONING ORDINANCE OF THE CITY OF BLUE RIDGE, GEORGIA; TO DELETE IN ITS ENTIRETY ARTICLE 17 AND TO PROVIDE FOR A NEW ARTICLE 17 AS TO THE REGULATION OF SIGNS AS PROVIDED BY THIS ORDINANCE; TO AMEND ARTICLE 2 OF THE ZONING ORDINANCE AS TO THE DEFINITIONS OF CERTAIN SIGNS; TO PROVIDE FOR THE PURPOSE OF THIS ORDINANCE; LOCATION OF SIGNS, AND GENERAL PROVISIONS REGULATING SIGNS; TO ESTABLISH SIGN TYPES AND STANDARDS; TO FURTHER REGULATE BILLBOARDS WITHIN THE CITY OF BLUE RIDGE, GEORGIA; TO PERMIT CERTAIN TYPES OF SIGNS WITHIN CERTAIN ZONING DISTRICTS; TO PROHIBIT CERTAIN SIGNS INCLUDING DANGEROUS OR DEFECTIVE SIGNS; TO ESTABLISH SIGN PERMIT REQUIREMENTS; TO PROVIDE FOR NON-CONFORMING SIGNS; TO EXEMPT TEMPORARY SIGNS FROM THE PERMITTING REQUIREMENTS; AND FOR OTHER PURPOSES.**

**WHEREAS**, the City Council of the City of Blue Ridge, Georgia is authorized by O.C.G.A. § 36-66-1, et seq. and the City Charter, to exercise its police power to enact zoning ordinances to regulations as to land use as to property within the City of Blue Ridge, Georgia; and

**WHEREAS**, the City Council of the City of Blue Ridge, Georgia desires to update its regulations and policies regarding the erection, alteration, construction, and reconstruction of signs within the City of Blue Ridge, Georgia;

**WHEREAS**, the City Council does hereby establish and promulgate the sign regulations, included as a part of the zoning regulations insofar as the governance of signs is concerned, within the City of Blue Ridge, Georgia, and as provided by this ordinance.

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of Blue Ridge, Georgia, and it is hereby ordained by the above-referenced authority, as follows that the following changes to Article 2 are adopted and substituted for the named provision and that Article 17 is deleted in its entirety and the new Article 17 is substituted in its entirety:

**SECTION 1.            DEFINITIONS.**

This ordinance shall amend Article 2 of the Zoning Ordinance of the City of Blue Ridge, Georgia to delete certain definitions related to Article 17 regarding signs and after the amendment the definitions to read as follows:

1. Article 2 Rules and Definitions of the Zoning Ordinance is hereby amended by substituting the following definitions in the Zoning Ordinance which shall read as follows:

(a) *Sign.* A name, identification, description, display or illustration which is affixed to, painted or represented, directly or indirectly, upon a building, structure, parcel or lot and which directs attention to an object, idea, information, directions, product, place, activity, person, institution, organization or business located on the premises. The term sign shall not be deemed to include official court, governmental notices, traffic warning or control devices or street signs.

(b) *Sign, Bench.* A sign located on any part of the surface of a courtesy bench or seat, trash cans, water fountains, and similar devices and structures offered for the public without charge.

(c) *Sign, Double Faced (Back-to-Back).* A structure with two parallel, or nearly parallel signs, back-to-back, and located not more than twenty-four (24) inches from each other at the narrowest point.

(d) *Sign, Electronic Message Board.* A free-standing sign that uses the changing lights, regardless of type, to form written or graphic messages wherein the sequence of messages, graphics and the rate of change is electronically programmed and can be modified by electronic processes.

(e) *Sign, Non-conforming.* A sign which was lawfully erected but no longer complies with local or state regulations due to changes in local or state law or changes in rules and regulations since the date of the erection of the sign.

(f) *Sign, Projecting.* A sign that is wholly or partly dependent upon a building for support and which projects more than twelve (12) inches from such building, but not including marquee or roof mounted signs.

(g) *Sign, Temporary.* A sign or advertising display constructed of cloth, canvas, fabric, plywood, cardboard with waterproof finish, or other light material and designed or intended displayed for a short period of time.

2. Article 2 Rules and Definitions of the Zoning Ordinance is hereby amended by adding the following definition in the Zoning Ordinance which shall read as follows:

*Flag.* A fabric banner or pennant mounted to a building by a pole and attached to said pole by one side only.

**SECTION 2. AMENDMENT OF THE ZONING ORDINANCE**

This ordinance shall amend the Zoning Ordinance of the City of Blue Ridge, Georgia, to delete in its entirety, Article 17 of said ordinance regarding signs and outdoor advertising, and replacing it with a new Article 17, to read as follows:

**ARTICLE 17 – SIGNS AND OUTDOOR ADVERTISING**

17.1 Purpose. The purpose of this Article is to regulate and permit signs that will not, by their size, location, construction, or manner of display, endanger the public safety of individuals; confuse, mislead, or obstruct the vision necessary for traffic safety; or otherwise endanger public health, safety, or morals; and to permit and regulate signs in such a way as to support and complement aesthetic and visual objectives in the Community.

17.2 Location. The location of signs shall conform with State law. (See O.C.G.A. §§ 32-1-21; 32-50-51; 21-1-1, et al.) In general, except for governmental signs as allowed by State law, all signs shall be located on private property.

17.3 General Provisions.

17.3-1 Corner Visibility Clearance. In any district no sign or sign structure above a height of four (4) feet shall be maintained within fifteen (15) feet of the intersection of the right-of-way lines of two (2) streets, or of a street with a railroad right-of-way which setback shall be measured along an arc with a fifteen (15) foot radius. However, a singular, sign structure or supporting structure not more than ten (10) inches in diameter, or ten (10) inches by ten (10) inches square, if located on a corner lot where services are provided to the motoring public, may be located within the required corner visibility area if all other requirements of this Article are met and the lower elevation of the sign display surface is at least ten (10) feet above ground level. All other setbacks shall be as set forth for the particular type of sign but the provisions of this paragraph shall control over all other setbacks when right of way intersections are involved.

17.3-2 Measuring Signs.

- a. Display Surface. See the definition for Sign Display Surface in Article 2 of this ordinance. The display area is measured in terms of square feet.
- b. Height of Signs. The maximum height of a sign is measured from the base of the sign structure, at grade with the ground, to the highest point of the support structure or display surface, whichever is higher. If the base of the sign structure is below the grade of the nearest adjacent street surface, then height is measured from the grade of the nearest adjacent street surface to the highest point of the support structure or display surface, whichever is higher. If the sign is attached to a building then the

height of the sign can be no greater than the maximum building height of the district in which the building is located, unless otherwise stated.

- c. Setback. For the purposes of sign regulation under this Article, the setback requirements reference the minimum distance from a street right-of-way line required for the placement of a sign structure. For side or rear line setbacks in all zone districts, sign structures shall comply with a minimum setback of five (5) feet from the property line, but in no case shall the sign display surface extend across any property line.

#### 17.3-3 Lighting Restrictions.

- a. Lighted, neon, strobe lights or other luminous signs giving off light resulting in glare, blinding, or any other adverse effect on traffic shall not be permitted.
- b. The light from illuminated signs shall be established in such a way that adjacent properties and roadways are not adversely affected and that no direct light is cast upon adjacent properties and roadways. External lights must be mounted and be shielded, if necessary, to prevent light from shining anywhere but the sign face.  
? Illumination in excess of 3.01 times at a distance of ten (10) feet over the property line of the sign premises is adverse.
- c. No internally illuminated ground or pole signs shall be erected within fifty (50) feet of any dwelling within a residential district.
- d. No sign shall be erected if it contains, or is illuminated by any flashing, intermittent, or moving light or lights, except an electronic message board sign.
- e. No sign shall be erected which simulates an official traffic control, first responder emergency lighting or warning sign so as to confuse or mislead the traffic or hide from view any traffic or street sign or signal.

#### 17.3-4 Other Guidelines.

- a. No sign shall be erected, attached, or maintained which obstructs any fire escape, any means of egress or ventilation, or which prevents free passage from one part of a roof to any other part thereof.
- ~~ADD~~ b. No sign shall be erected, attached, painted, or drawn on any tree, rock or other natural feature, retaining wall, or utility post along the public right-of-way.
- c. Enter-Exit Type Sign, i.e. on-premise directional signs. For public safety and convenience purposes in all zone districts, enter-exit type signs or directional signs with a display area of less than two (2) square feet in size are allowed and are not counted towards the maximum number of allowed signs per lot or establishment.

Such signs shall have a setback requirement of three (3) feet from the R/W if less than four (4) feet high, otherwise the setback is ten (10) feet.

17.4 Sign Types and Standards. The following sign standards apply to all districts except as specified elsewhere in this Article.

17.4-1 Pole Signs. Pole signs shall not extend over a public right-of-way. All signs with the display area abutting the right-of-way line shall have the display area ten (10) feet or more above ground level measured from the grade at the right-of-way line. Signs with any portion of the display area less than ten (10) feet above ground level must be erected ten (10) feet from the right-of-way line.

- a. Sign Locations on property with direct frontage on the Appalachian Development Highway (Georgia Route 515). The maximum sign display shall be one hundred forty (140) square feet, and the maximum height shall be fifty (50) feet. Any sign more than twenty-five (25) feet in height shall be erected twenty (20) feet from the right-of-way line.
- b. Other Locations. The maximum sign display area shall be fifty (50) square feet, and the maximum height shall be no greater than the maximum building height allowed in the zone district where the sign is located. If the site is occupied by a building having 50,000 square feet of floor area or larger, then the maximum height shall be thirty-five (35) feet.

17.4-2 Ground Signs. Ground signs less than four (4) feet high shall be setback at least three (3) feet from the right-of-way line. The maximum area of a ground sign shall be forty (40) square feet. If the subject property has frontage on Georgia 515, the maximum area of a ground sign shall be sixty (60) square feet and on these frontage properties, the minimum setback shall be ten (10) feet from the right-of-way line.

17.4-3 Wall Signs and Flush Mounted Canopy Signs. Wall signs and flush mounted canopy signs (including signs attached flat against the wall or canopy and painted signs) shall be securely fastened by metal supports to the building surface along the sign's greatest dimension. If such signs project more than four (4) inches from the building surface, they shall maintain a clear height of eight (8) feet above ground level. Wall signs may not extend higher than the building upon which they are mounted.

- a. Individual Business. The total number of wall signs or canopy signs on all facades of a building is counted as one (1) sign, and the total sign display surface of each wall shall not exceed ten (10) percent of the wall area up to a maximum total of two hundred (200) square feet. For uses in the Limited Commercial (C-1) zone district under the Zoning Ordinance and for office uses approved in the High Density Residential (R-3) zone district under the Zoning Ordinance through the conditional use process, the use is limited to one (1) wall sign not to exceed sixteen (16) square feet.

WALNUT  
TYPE  
6005  
?

- b. Multi-Businesses/Shopping Center. The maximum display surface of wall signs or canopy signs for each business shall not exceed ten (10) percent of the front façade of each individual business.

#### 17.4-4 Projecting Signs.

- a. Projecting signs are allowed in commercial (except C-1) and manufacturing districts.
- c. Projecting signs are allowed in the Central Business District (CBD) and are allowed to extend over a pedestrian way, but not over a roadway, provided a clear height of 8' above grade is maintained.
- c. One projecting sign per façade of a building is allowed.
- d. The maximum display area, including framework, shall not exceed 6 square feet.
- e. The horizontal dimension of projecting sign shall not exceed 3' with the innermost edge of the sign located no more than 1' from the building façade.
- f. The placement of any projecting sign shall comply with all codes, i.e. electrical system clearance requirements.
- g. The upper most section of projecting signs shall not exceed 12' above grade.

17.4-5 Hanging Canopy Signs. All hanging canopy signs shall not exceed six (6) square feet in size and the lowest extremity of the sign shall not be less than eight (8) feet above the grade of walkways or right-of-ways beneath the cover of said canopy.

#### 17.4-6 Roof Signs.

- a. Roof signs shall not project beyond the face of the exterior wall of the building on which they are located.
- b. The highest point of a roof sign shall not exceed the ridge line of the roof.
- c. Roof signs shall not be erected on building or structures with a flat roof.
- d. The maximum size of a roof sign shall not exceed fifty (50) square feet.

17.4-7 Window Signs. Each ground level business having glass directly oriented to a street shall count all of the glass area towards one (1) allowable sign, but no single window shall be covered more than twenty-five (25) percent. Window signs on or above the second floor are prohibited except when a business has no ground floor frontage, in which case, no window shall be covered more than twenty-five (25) percent.

17.4-8 Banners. The maximum size of a banner shall not exceed thirty-two (32) square feet.

17.4-9 Billboards.

- a. Such signs shall not be erected within 100 feet of any residence, church, school, or similar institution, nor within 1,000 feet of another billboard (i.e. only one such sign per location), measuring on the same side of the public right-of-way to which such signage is directed. The maximum height of such signs shall be equal to the maximum building height allowed in the zone district where the sign is located.
- b. Such sign, if used, shall count as one of the permanent allowed signs for the establishment or vacant lot upon which erected and shall meet the setbacks required for any building in the zone district where the sign is to be located.
- c. Such sign shall only be erected on properties which abut a State or Federal Highway that are zoned either General Commercial (C-2) zone district or Manufacturing (M-1) zone district under the Zoning Ordinance.
- d. Such sign, designed as a double-face sign, is counted as one sign, but stacked or v-shaped are counted as two (2) signs and not allowed.
- e. If a billboard is initially erected on a vacant/undeveloped lot, which then develops with a commercial or industrial use, the billboard is then counted as one of the allowed signs for that establishment.
- f. A currently existing billboard may be relocated as to another placement upon the same property that the billboard was originally constructed upon, and under the following conditions:
  1. That the billboard is merely to be placed upon another location on the tract or parcel of land as to which it was permitted and originally constructed;
  2. All other requirements of Section 17.4-8 as to billboards must be met;
  3. That the granting of the relocation is necessary for the preservation and enjoyment of the property owner's property rights in the billboard, and is not merely to serve as a convenience to the property owner;
  4. That the authorizing of the relocation of the billboard will not impair an adequate supply of light and air to adjacent property, or unreasonably increase the congestion in public streets, imperil the public safety, unreasonably diminish or impair established property values within the surrounding areas, or impair in any other respect the health, safety, comfort, morals, or general welfare of the inhabitants of the City, and must be for some objective reason other than the mere convenience of the property owner; and

5. That the relocation of the billboard must be specifically approved by majority vote of the City Council in a public meeting, and after receiving a recommendation of the Planning Commission.

Prohibition of Future Billboards or Billboard Signs. Erection of additional or new billboards or billboard signs after May \_\_\_\_\_, 2016 is prohibited within the City's corporate municipal boundaries. Relocation of a currently existing billboard, as provided hereinabove, shall not be deemed to be the erection of a new billboard or the erection of a billboard sign.

#### 17.5 Use of Signs Permitted by Districts.

17.5-1 Agriculture/Residential Districts. All lots in the Residential Agricultural (R-A) zone district, Low Density Residential (R-1) zone district, Medium Density Residential (R-2) zone district and High Density Residential (R-3) zone district shall be allowed no more than one permanent sign which can be either a ground sign or wall sign. The display surface of such sign shall not exceed six (6) square feet. (For public safety and convenience purposes, each entrance/exit driveway for: 1) an approved Planned Unit Development (PUD) in Residential Agricultural (R-A) and Medium Density Residential (R-2) zone districts; 2) a subdivision development; or 3) a residential development under construction is allowed one (1) ground sign as described in Section 17.4-2.)

*Delete*  
On vacant and undeveloped lots in the above residential districts, only one (1) permanent ground sign is allowed. Such sign shall not exceed (6) square feet. Such vacant and undeveloped lots are allowed temporary signs, which are regulated under temporary sign requirements as described in Section 17.7-2(b).

17.5-2 Commercial/Industrial Districts. The maximum number of signs for an establishment and the sign types permitted in C-1, C-2, CBD, and M-1 zone districts are shown in Table 17.1, unless otherwise specified. All such signs shall meet the standards according to Section 17.4.

17.5-3 In the CBD, those conventional lots, having front, side, or rear yards meeting setback requirements of this Zoning Ordinance compared to a lot that contains a building occupying 100 percent of the lot, may use one (1) ground sign or one (1) pole sign, as provided herein. Otherwise, ground signs or pole signs are prohibited in the CBD.

- a. Only those properties zoned CBD with the main building located a minimum of 25' from any street right-of-way shall be allowed to have a pole sign. The maximum allowable area for a pole sign located in the CBD is 50 square feet, including the supporting framework. Dimensions shall not exceed 60" in width and 10' in height. Pole signs shall be limited to a single support pole not to exceed eight inches in diameter or a single 8" x 8" support structure.
- b. Pole signs located within the CBD shall have a maximum height of 20' and shall not extend over a public right-of-way. If the bottom edge of the sign area or framework

is less than 10 feet above grade, the edge of the signage area closest to the right-of-way shall be located a minimum of 10 feet from the street right-of-way. The placement of any pole sign shall comply with all pertinent codes, i.e. proximity to a power source.

DELETE?

17.5-4 On vacant and undeveloped lots in the above commercial and industrial districts, only one (1) permanent sign is allowed. Such vacant and undeveloped lots are allowed temporary signs, which are regulated under temporary sign requirements as described in Section 17.7-2 (b).

17.5-5 Residential uses in these commercial or industrial districts shall comply with the signage requirements of Section 17.5-1.

Table 17.1  
Sign Types and Maximum Number of Signs

SIGN TYPES/ MAX. NUMBER	INDIVIDUAL ESTABLISHMENT	SHOPPING CENTER		BUSINESS/ INDUSTRIAL PARK	
	3 total per establishment	1 total per road frontage	3 total per business within the shopping center	1 total per Park road entrance	2 total per industry/ business within the park
Pole Sign	1. X* (Not in C-1 and CBD)	X*			
Ground Sign	X**	X		X	X
Roof Sign	X (Not in C-1)				X
Wall Sign	X		X		X
Flush Canopy Sign	X		X		X
Hanging Canopy Sign	X		X		
Window Sign	X		X		X
Billboard***	X	X			X

→  
→  
17.5-2

- X - Permitted by Right
- \* - An Electronic Message Board, which creates changeable copy using multiple light bulbs in sequence is permitted in the C-2 zone district only and is limited to 1 per individual business or as the primary signage for a shopping center.
- \*\* - See Section 17-2 regarding the CBD. P
- \*\*\* - Allowed only in C-2 and M-1 zones; See Section 17.4-8. DELETE

17.6 Prohibited Signs. Any signs that will pose public safety problems are prohibited. The following types of signs and displays, as they are defined herein, are unlawful to erect or maintain in all zoning districts:

17.6-1 Dangerous or Defective Signs. No persons shall maintain or permit to be maintained on any premises owned or controlled by that person any sign that is in a dangerous or defective condition including temporary signs. Any such sign shall be removed or repaired by the owner or the premises or owner of the sign. Upon failure of the owner to remove or repair a dangerous or defective sign, the building official shall proceed as described in Section 17.9.

17.6-2 Animated Signs; except as permitted in temporary events, Section 17.7-2(b).

17.6-3 Portable Signs.

17.6-4 Pendants and Streamers; except as permitted in temporary events, Section 17.7-2(b).

17.6-5 Banners; except as permitted in temporary events, Section 17.7-2 (b).

17.6-6 Billboards; except as permitted herein.

17.6-7. Flags. Flags are allowed as follows:

- a. One building mounted flag on a pole and not exceeding twenty (20) square feet in area, may be displayed on any building in any district without permit.
- b. One free standing pole mounted flag per parcel, not exceeding fifty (50) square feet in area may be displayed in any commercial or industrial district provided the lot meets conventional setback requirements for front, side or rear yards as set forth in the Zoning Ordinance and the pole is set back from the building and sign structure setback line at least ten (10) feet. The pole must be permitted as to construction standards as other poles in accordance with this Article.
- c. One yard flag is allowed in a residential zone without permit. The pole or support structure cannot exceed three (3) feet in height and the support shall not exceed one (1) inch in diameter or one by one square inches. The yard flag must be three (3) feet from any building setback or property line, whichever is further.

RES?  
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17.7 Administration.

17.7-1 Construction and Maintenance.

- a. All signs for which a permit is required, together with all their supports, braces, guys, and anchors shall be kept in constant repair and unless constructed of galvanized or non-corroding metal, shall be periodically given a protective coating. The area

immediately in front of all freestanding signs shall be maintained free of high weeds and debris.

- b. The provisions and regulations of this ordinance shall not apply to the ordinary servicing, repainting, cleaning, or changing of the message without a change in structure.

#### 17.7-2 Sign Permit.

##### a. General Requirements.

- 1) A sign permit is required before a sign may be erected or attached to, suspended from or supported on a building or structure; and before an existing sign may be enlarged, relocated or materially improved upon to an extent of sixty (60) percent of its total replacement value. All signs require a permit, except temporary signs as provided in Section 17.7-2(b) and building mount flags. *§ 17.7-2*
- 2) After review, a sign permit shall be issued by the Building Inspector, or other designated City agent, when the plans, specifications and intended use of the applied sign or part thereof conforms to the applicable provisions of this ordinance and the Building Code as certified by the Building Inspector or other designated City agent. The application shall be accompanied by plans which identify the locations of signs, including proof the sign location meets all applicable setbacks, materials to be used, area of sign faces and other construction conformity and such other applicable information that the Building Inspector, or other designated City agent, may require in the exercise of reasonable discretion in acting upon the application.
- 3) Each application shall contain an agreement to indemnify and hold the City of Blue Ridge harmless of all damages, demands or expenses of every character which may in any manner be caused by the sign or sign structure.
- 4) A sign permit shall become null and void if the sign for which the permit was issued has not been completed within a period of six (6) months after the date of issuance.

- b. Temporary Signs. For public safety purposes, to prevent litter and blight, and to avoid depreciating effects on private property, the City of Blue Ridge recognizes the need for the occasional use of signage for temporary purposes, whereby the signage is not permanent, but has a limited life related to the timing of a special event, cause, or purpose. This temporary signage is authorized without a permit with the expectation that the purposes of this signage will be accomplished in a specific time period, then timely removed from the City of Blue Ridge, thus enhancing the purposes stated above.

In all cases in all zone districts, such temporary signage shall be placed only on private property with the permission of the property owner. The maximum size of temporary freestanding signage shall be 32 square feet; the setback shall be ten (10) feet from the right-of-way; and the maximum height shall be ten (10) feet. Temporary signs may also include animated signs, pendants and streamers and balloons.

1) Special Event Signs. Temporary special event signs are allowed to be erected in the City of Blue Ridge whereby the public will be informed about an upcoming event or directed to the location of a temporary event. Temporary signs for special events may be posted up to ninety (90) days prior to the special event. Removal of the signage is expected within seven (7) days after the event. Such special event signs, for the same event, are only allowed one (1) time per calendar year.

*ALL ALLOW AS PERMITTED BY C.O. 123*  
? 2) Political Signs. Temporary political signs are subject to the same rules as temporary special event signs. The date of the final election or referendum shall be deemed to be the date of the special event.

? 3) Other Temporary Signs. Other temporary signs may be erected for any purpose (i.e. business, residence, religion, cause, belief, opinion, or purpose) in the City of Blue Ridge. Said temporary sign may be erected for a period of ninety (90) days. Such signs must be removed within seven (7) days after the expiration of the ninety (90) day period. Such signs may only be erected one (1) time per calendar year.

#### 17.7-3 Permit Fee.

- a. No permit shall be issued until an application accompanied with a sign plan is approved by the Building Inspector or other designated City agent and fees have been paid as established by the City of Blue Ridge.
- b. A permit fee as set from time to time by resolution of the City Council shall be paid to the City of Blue Ridge for each permit required by this ordinance.

17.8 Non-Conforming Signs. All signs shall be subject to the provisions below governing non-conforming structures/uses. Such provisions, however, shall not be construed to prevent a legally operating non-conforming user from using signs otherwise permitted for similar conforming uses.

The lawful use of land area or sign structure existing at the time of enactment of or subsequent amendment to this ordinance may be continued subject to the following restrictions, even though such use does not conform with the provisions of this ordinance. Existing non-conforming sign structure shall not be:

1. Changed to another non-conforming sign;

2. Torn down and rebuilt as a non-conforming sign;
3. Rebuilt, altered, or repaired after damage exceeding sixty (60) percent of its then replacement value.

For the purpose of administration of this Section, ordinary maintenance of a sign is not deemed to be or constitute an extension or enlargement of the sign, and changing the message within the display area is not deemed a change prohibited by this Section.

#### 17.9 Enforcement

17.9-1 Violation. It shall be unlawful to erect or maintain any sign in violation of the provisions of this ordinance. The Building Inspector or other duly authorized agent of the City shall have the power to give the owner thereof written notice of such violation, said notice to include a brief statement of the particulars in which such violation may be required to be remedied if possible, or the provision which indicates no sign can be permitted. If a sign has been registered with the Building Inspector, or other duly authorized agent of the City, notice to the registered owner or the person or firm receiving the permit shall be sufficient. If a sign has not been registered and the owner is not known, affixing a copy of the notice to the sign, graphic structure, or building for a period of ten (10) days shall be sufficient notice of violation.

17.9-2 Penalties. If such violation is not remedied within ten (10) days after such notice, the owner shall remove the sign immediately or be subject to the maximum penalties allowed by the City Charter, with each day that the sign does not comply with this ordinance considered a separate violation.

17.9-3 Removal. If the sign is not removed by the owner, the Building Inspector, or other duly authorized agent of the City, shall have the right to remove such sign at the expense of the owner thereof, and to destroy or otherwise dispose of the same. In addition to the above provisions, the Building Inspector, or other duly authorized agent of the City, may cause any sign or structure to be removed which:

- a. is structurally unsafe;
- b. constitutes a hazard to safety or health by reason of inadequate maintenance, dilapidation, or inhibits the visibility of vehicular traffic;
- c. is not kept in good repair; or
- d. is capable of causing electrical shocks, to be removed following notice of twenty-four (24) hours to the owner at the expense of the owner thereof, and to destroy or otherwise dispose of the same.

#### 17.10 Variances

a. Variances from the regulations of this ordinance shall be limited to hardship situations which shall meet all of the following conditions:

1. There exists extraordinary and exceptional conditions pertaining to the property in question resulting from its size, shape, or topography that are not applicable to other lands or structures in the City and which affect the visibility of the proposed sign.
2. A literal interpretation of the provisions of this ordinance would deprive the applicant of rights commonly enjoyed by other similar properties.
3. Granting the variance requested would not confer upon the property of the applicant any significant privileges that are denied to other similar properties.
4. The requested variance will be in harmony with the purpose and intent of these regulations and will not be injurious to the general welfare of the City's residents.
5. The special circumstances or hardships are not the result of actions of the applicant or in existence when applicant purchased the property.
6. The variance is not a request to permit a type of sign which otherwise is prohibited by this ordinance.
7. The mere existence of a non-conforming sign or advertising device or other variances shall not constitute a valid reason to grant a variance.
8. Visibility of the proposed sign would be substantially impaired by existing trees, plants, natural features, signs, buildings or structures on a different lot.
9. Placement of the sign elsewhere on the lot would not remedy the visual obstructions.
10. The variance proposed would not create a safety hazard to vehicular traffic or pedestrians.

b. Variances shall be limited to the minimum relief necessary to overcome the hardship. No variances shall be granted to allow a greater number of signs than would be allowed if the hardship did not exist.

c. Relief from the application of the provisions of this ordinance by use of variances granted by the Board of Zoning Appeals or the City Council on appeal from the Board shall be granted only upon a finding of hardship as previously defined. The procedure and hearing on such variances shall be noticed using the same time frames and notice requirements as for variances from the provisions of the standard zoning ordinance and following the same procedures.

**SECTION 2. REPEAL OF CONFLICTING ORDINANCES TO THE EXTENT OF THE CONFLICT.**

All parts of ordinances in conflict with the terms of this ordinance are hereby repealed to the extent of the conflict, but it is hereby provided that any ordinance or law which may be applicable hereto and aid in carrying out and making effective the intent, purpose and provisions hereof, is hereby adopted as a part hereof and shall be legally construed to be in favor of upholding this ordinance on behalf of the City of Blue Ridge, Georgia.

**SECTION 3. SEVERABILITY.**

If any paragraph, subparagraph, sentence, clause or phrase, or any portion of this ordinance should be declared invalid or unconstitutional by any Court of competent jurisdiction or if the provisions of any part of this ordinance as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be construed to affect the provisions of this ordinance not so held to be invalid, or the application of this ordinance to other circumstances not so held to be invalid. It is hereby declared to be the intent of the City Council of the City of Blue Ridge, Georgia to provide for separate and divisible parts, and it does hereby adopt any and all parts hereof as may not be held invalid for any reason.

**SECTION 4. EFFECTIVE DATE.**

The effective date of this ordinance shall be upon its passage by the City Council

SO ORDAINED, this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

BLUE RIDGE CITY COUNCIL

By: \_\_\_\_\_  
Mayor

\_\_\_\_\_  
Councilperson

\_\_\_\_\_  
Councilperson



**PUBLISHED** \_\_\_\_\_  
**ZONING HEARING** \_\_\_\_\_  
**FIRST READING** \_\_\_\_\_  
**PASSED** \_\_\_\_\_

AN ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE TO AMEND THE ZONING ORDINANCE OF THE CITY OF BLUE RIDGE, GEORGIA; TO REVISE SECTION 13.1 TO PROVIDE THAT INTERESTED PARTIES CAN APPEAL THE DECISION OF THE BOARD OF ZONING APPEALS REGARDING AN ADMINISTRATIVE INTERPRETATION TO THE BLUE RIDGE CITY COUNCIL; TO REVISE SECTION 24.5 BY ADDING PROVISIONS REGARDING APPEALS FROM ACTION BY THE MAYOR AND COUNCIL; AND FOR OTHER PURPOSES.**

**WHEREAS**, the City Council of the City of Blue Ridge, Georgia is authorized by O.C.G.A. § 36-66-1, et seq. and the City Charter, to exercise its police power to enact zoning ordinances and regulations as to land use as to property within the City of Blue Ridge, Georgia; and

**WHEREAS**, the City Council of the City of Blue Ridge, Georgia desires to clarify Section 13.1 of the Zoning Ordinance as to appeals from the decisions of the Board of Zoning Appeals, and to clarify the provisions regarding appeals from the final decision of the Blue Ridge City Council regarding map amendments and other amendments of the Zoning Ordinance;

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of Blue Ridge, Georgia, and it is hereby ordained by the above-referenced authority, as follows:

**SECTION 1.            AMENDMENT OF THE ZONING ORDINANCE.**

This ordinance shall amend the Zoning Ordinance of the City of Blue Ridge, Georgia, to revise current provisions of the Zoning Ordinance, being Sections 13.1 regarding the "Table of Permissible and Conditional Uses", and being the first paragraph of said section, but not including the actual table contained within said section, and also revising Section 24.5, with the current provisions being deleted in their entirety, and with new Sections 13.1 and 24.5 to be substituted in lieu thereof and to read as follows:

**13.1 Table of Permissible and Conditional Uses.** No principal building, structure, or land use shall be permitted except in the zone districts indicated and for the purposes permitted in Table-13-1. Each use is mutually exclusive and does not encompass other uses listed in the

table. A principal use denoted by the letter "X" is allowed in that zone district by right, subject to any special requirements that may be applicable to that use. A principal use denoted by the letter "C" is permitted only if a conditional use permit is granted by the Mayor and Council after review under the Zoning Procedures and Standards Ordinance, City of Blue Ridge, Georgia. For uses not listed in the following table, the Zoning Administrator can determine that said use is similar in impact and intensity to another use that is currently allowed in the zone district and shall rule that the said use is therefore allowed. In the event that no similarity exists then the proposed use is not allowed or if the interpretation of the Zoning Administrator is questioned, then the Board of Zoning Appeals properly convened, can make a judgment as to whether said use is allowed in Blue Ridge. Appeals from the judgment from the Board of Zoning Appeals shall be in accordance with Section 23.8 of this ordinance. In the event that the Board of Zoning Appeals cannot rule about a specific use, then amendment of the Zoning Ordinance shall be required to determine where such use is properly allowed.

**24.5 Action by the Mayor and Council.** The Mayor and Council after receiving the recommendations of the Planning Commission shall take appropriate action on the application and shall notify the applicant of the final action taken by a written notification. The action of the Mayor and Council regarding the application shall be the final legislative action taken by the City of Blue Ridge. Any party aggrieved by the final action of the City Council may within 30 days thereafter appeal therefrom to the Fannin County Superior Court by way of the court procedure for a writ of certiorari in accordance with O.C.G.A. § 5-4-1, et seq.

**SECTION 2. REPEAL OF CONFLICTING ORDINANCES TO THE EXTENT OF THE CONFLICT.**

All parts of ordinances in conflict with the terms of this ordinance are hereby repealed to the extent of the conflict, but it is hereby provided that any ordinance or law which may be applicable hereto and aid in carrying out and making effective the intent, purpose and provisions hereof, is hereby adopted as a part hereof and shall be legally construed to be in favor of upholding this ordinance on behalf of the City of Blue Ridge, Georgia.

**SECTION 3. SEVERABILITY.**

If any paragraph, subparagraph, sentence, clause or phrase, or any portion of this ordinance should be declared invalid or unconstitutional by any Court of competent jurisdiction or if the provisions of any part of this ordinance as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be construed to affect the provisions of this ordinance not so held to be invalid, or the application of this ordinance to other circumstances not so held to be invalid. It is hereby declared to be the intent of the City Council of the City of Blue Ridge, Georgia to provide for separate and divisible parts, and it does hereby adopt any and all parts hereof as may not be held invalid for any reason.

**SECTION 4.**      **EFFECTIVE DATE.**

The effective date of this ordinance shall be upon its passage by the City Council

SO ORDAINED, this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

BLUE RIDGE CITY COUNCIL

By: \_\_\_\_\_  
Mayor

\_\_\_\_\_  
Councilperson

\_\_\_\_\_  
Councilperson

\_\_\_\_\_  
Councilperson

\_\_\_\_\_  
Councilperson

\_\_\_\_\_  
Councilperson

Attest:

\_\_\_\_\_  
City Clerk Kelsey Ledford

RDS/lle/2881/W185254

# City of Blue Ridge

480 West First Street

Blue Ridge, Georgia 30513

(706) 632-2091

Memorandum of Record

Date: June 7, 2016

Subject: Evaluation of Candidate Firms for Project PI# 0010677 Blue Ridge

Candidate firms were evaluated for professional engineering and landscape services for the "Blue Ridge Street Scape" project to be constructed draining, street and sidewalk on West Main Street, using Georgia DOT Transportation Enhancement funding. The selection board was composed of the following members:

Mayor, Donna Whitener

Zoning Administrator, Roy Parsons

City Clerk, Kelsey Ledford

The following firms submitted statements of qualifications in response to a solicitation published in the News Observer newspaper on March 9, 2016.

Firm A- Carter & Sloop

Firm B- Keck & Wood, Inc.

Firm C- The Jaeger Company

Comments:

Candidate firms were scored against four weighted evaluation criteria as follows:

No.	Criteria	Weight
1.	<b><u>Professional Qualifications:</u></b> Specialized experience and technical competence in the type of work required with consideration of GDOT Pre-qualifications among compliment of disciplines	25%
2.	<b><u>Professional Capacity:</u></b> Present workload and availability of staff with required disciplines to accomplish the work. Individual qualifications of property manager to be used on projects as well as work experience, schedule and availability of the project team members.	25%
3.	<b><u>Past Experience:</u></b> Performance on contracts with local governments performing TE projects similar in scope.	35%
4.	<b><u>Proximity:</u></b> Mobility and proximity of the firm to City of Blue Ridge.	15%

# City of Blue Ridge

480 West First Street

Blue Ridge, Georgia 30513

(706) 632 - 2091

Following are results of aggregate board scoring (selection board sheet is attached):

Firm	Score	Rank
Firm A- Carter & Sloope	23.95	2
Firm B- Keck & Wood, Inc.	25.60	1
Firm C- The Jaeger Company	23.20	3

After careful consideration of candidate firms and subsequent evaluation of references, the board considers "Keck & Wood, Inc." best qualified. In the board's judgement, "Keck & Wood, Inc." has assembled a project team with compliment of qualifications, experience and capacity best suited for successful project delivery and recommends initiation of fee negotiations accordingly.



Mayor Donna Whitener

	Criteria 1	Weight 0.25	Weighted score	Criteria 2	Weight 0.25	Weighted score	Criteria 3	Weight 0.35	Weighted score	Criteria 4	Weight 0.15	Weighted score	Total score
--	------------	-------------	----------------	------------	-------------	----------------	------------	-------------	----------------	------------	-------------	----------------	-------------

Firm A	9	0.25	2.25	9	0.25	2.25	5	0.35	1.75	10	0.15	1.5	7.75
Firm B	9	0.25	2.25	9	0.25	2.25	7	0.35	2.45	9	0.15	1.35	8.3
Firm C	9	0.25	2.25	8	0.25	2	7	0.35	2.45	8	0.15	1.2	7.9

Firm A C+S	9	0.25	2.25	9	0.25	2.25	6	0.35	2.10	10	0.15	1.50	8.10
Firm B Kdw	9	0.25	2.25	9	0.25	2.25	8	0.35	2.80	9	0.15	1.35	8.65
Firm C J	8	0.25	2.00	8	0.25	2.00	7	0.35	2.45	8	0.15	1.20	7.65

Firm A C+S	9	0.25	2.25	9	0.25	2.25	6	0.35	2.10	10	0.15	1.50	8.1
Firm B Kdw	9	0.25	2.25	9	0.25	2.25	8	0.35	2.80	9	0.15	1.35	8.65
Firm C Jaeger	8	0.25	2.00	8	0.25	2	7	0.35	2.45	8	0.15	1.20	7.65

Total  
 Carter & Sloope 23.95  
 \* Keck & Wood 25.6  
 Jaeger 23.2

Roy W. ... 5-6-16  
 Kelly Hafford 5-10-16  
 Dome White

GEORGIA EMERGENCY MANAGEMENT AGENCY  
HOMELAND SECURITY

NATHAN DEAL  
GOVERNOR



May 27, 2016

RE: FEMA-4259-DR-GA  
PA ID #111-08928-00  
City of Blue Ridge

Honorable Donna Whitener  
Mayor  
City of Blue Ridge  
480 West First Street  
Blue Ridge, Georgia 30513

Dear Mayor Whitener:

Enclosed is a copy of the approved Project Application Grant Report, which includes Project Worksheets for eligible expenses incurred by the City of Blue Ridge, as a result of the Severe Storms and Flooding covered by the Presidential Disaster Declaration DR-4259.

All agreements concerning the approved project application are contained in the enclosed Recipient-Subrecipient Agreement. Please sign the Recipient-Subrecipient Agreement, Exhibit A, Exhibit B and Exhibit H. **Only return the executed original of the Exhibit A, Exhibit B, Exhibit H and the Recipient-Subrecipient Agreement to the Public Assistance Office at the address on our letterhead.** Keep copies of signed documents and all other enclosed documentation for your records. A copy of the fully executed agreement will be returned to you for your files.

Federal funds will be provided as specified in paragraph two of the Recipient-Subrecipient Agreement.

If you have any questions regarding this matter, please contact Ms. Tara Teuta, Grants Specialist at 404-635-7066 or 1-800-TRY-GEMA.

Sincerely,

Charles Dawson  
Public Assistance Division Director

cd/tt

Enclosures

cc: Robert Graham, Director  
Fannin County Emergency  
Management Agency  
Tim Reeve, Area Field Coordinator  
Georgia Emergency Management  
Homeland Security Agency



Post Office Box 18055 • Atlanta, GA 30316-0055  
(404) 635-7000 • Toll Free in Georgia 1-800-TRY-GEMA • www.gema.ga.gov

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15,093.81 C+

## RECIPIENT-SUBRECIPIENT AGREEMENT

On February 26, 2016, the President declared that a major disaster exists in the State of Georgia. This declaration was based on the disastrous event resulting from the Severe Storms and Flooding, beginning on December 22, 2015 thru January 13, 2016. This document is the Recipient-Subrecipient Agreement for the Public Assistance Program for the presidential declaration, designated FEMA-4259-DR-GA, under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 100-707, 42 USC 5121 et seq. ("The Act"), in accordance with 44 CFR 206.44.

Under this Agreement, the interests and responsibilities of the Recipient, hereinafter referred to as the State, will be executed by the Georgia Emergency Management Agency-Homeland Security (GEMHSA). The individual designated to represent the State is Mr. James Butterworth, Governor's Authorized Representative. The Subrecipient is identified in paragraph 5 of the Application for Federal Assistance, Exhibit A, to this agreement. The Subrecipient's Authorized Representative who is named in paragraph 13 of Exhibit A and whose signature appears on page 3 of this agreement will execute the interests and responsibilities of the Subrecipient.

1. The following exhibits are attached and made a part of this agreement.

- Exhibit A. Application for Federal Assistance.
- Exhibit B. Assurances-Construction Programs, Standard Form 424D
- Exhibit C. Financial Assistance.
- Exhibit D. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion, Lower Tier Transactions.
- Exhibit E. Certification for Contracts, Grants, Loans, and Cooperative Agreements.
- Exhibit F. Guidance for Implementation of Section 406 Hazard Mitigation.
- Exhibit G. Certification of Program Cost Share
- Exhibit H. Federal Funding Accountability and Transparency Act Certification
- Exhibit I. Project Worksheet Quarterly Report Form

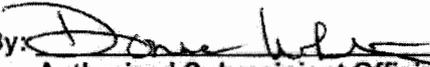
2. Consistent with the requirement that federal assistance be supplemental, any federal funds provided under the Act for Public Assistance will be limited to **75** percent of total eligible costs, or as otherwise indicated pursuant to federal program incentives provided under the Public Assistance Program. The remaining non-federal cost share of eligible costs will be provided according to the Exhibit G, Certification of Program Cost Share.

- a. For local governments, the cost share is based on the information found on Exhibit G.
  - b. For private nonprofit organizations and State agencies, 25% by the Subrecipient.
3. No federal or state assistance under the Act and this Agreement shall be approved unless the approved damages resulted from the Severe Storms and Flooding that took place beginning December 22, 2015. All requests for designations of areas and types of assistance under the Act must be made within 30 days from the date of the incident period unless an extension is authorized under 44 CFR 206.36.
4. Federal assistance under the Act and this Agreement shall be limited to Baker, Carroll, Chattahoochee, Crawford, Dade, Decatur, Douglas, Fannin, Fayette, Gilmer, Greene, Haralson, Harris, Jeff Davis, Lamar, Macon, Marion, Meriwether, Montgomery, Morgan, Muscogee, Newton, Oglethorpe, Pickens, Stewart, Talbot, Taliaferro, Taylor, Towns, Troup, Union, Upson, Webster and Wilkes County.
5. If the Subrecipient violates any of the conditions of disaster relief assistance under the Act, this Agreement, or applicable federal and state regulation; the State shall notify the Subrecipient that additional financial assistance for the project in which the violation occurred will be withheld until such violation has been corrected to the satisfaction of the State. In addition, the State may also withhold all or any portion of financial assistance which has been or is to be made available to the Subrecipient for other disaster relief projects under the Act, this or other agreements, and applicable federal and state regulations until adequate corrective action is taken.
6. The Subrecipient agrees that federal or state officials and auditors, or their duly authorized representatives may conduct required audits and examinations. The Subrecipient further agrees that they shall have access to any books, documents, papers and records of any recipients of federal or state disaster assistance and of any persons or entities which perform any activity which is reimbursed to any extent with federal or state disaster assistance funds distributed under the authority of the Act and this Agreement.
7. No elected or appointed official or employee of the Subrecipient shall be admitted to any share or part of this Agreement, or to any benefit to arise thereupon; provided, however, that this provision shall not be construed to extend to any contract made with a corporation for its general benefit.
8. The Subrecipient will establish and maintain an active program of nondiscrimination in disaster assistance as outlined in implementing regulations. This program will encompass all Subrecipient actions pursuant to this Agreement.
9. The Subrecipient agrees that emergency work projects (Categories A and B) will be completed by **August 26, 2016**. Completion dates may be extended upon justification by the Subrecipient and approval by the Governor's Authorized Representative.

10. All other projects (Categories C-G) shall be completed by **August 26, 2017**. If any projects require work past this date, a request for a time extension must be submitted to the Governor's Authorized Representative before the deadline date for approval. All projects should be completed before **August 26, 2017**. No State Cost Share Match, if applicable will be available following this date.
11. Progress reports are required. The first progress report will cover the period **February 26, – June 30, 2016**. Subsequent reports will cover the periods ending **September 30, 2016, December 31, 2016, March 31, 2017 and June 30, 2017**. Reports will be submitted to the Governor's Authorized Representative no later than 10 working days following the end of the reporting period.
12. There shall be no changes to this Agreement unless mutually agreed upon by both Parties to the Agreement.

Agreed:

By: \_\_\_\_\_  
Authorized Recipient Official  
\_\_\_\_\_  
Signature Date

By:   
Authorized Subrecipient Official  
June 12, 2016  
Signature Date

Donna Whitener  
Printed or Typed Name of Authorized  
Subrecipient Official

**EXHIBIT A**

**APPLICATION FOR FEDERAL ASSISTANCE**

PAS259006

1.Type of Submission: <input type="checkbox"/> Construction <input type="checkbox"/> Non-Construction	2.Date Submitted: 3.Date Rcvd by State: 4.Date Rcvd by Federal:	Applicant Identifier: <b>11108928-00</b> State Application ID: <b>Bundle # 006</b> State Identifier: <b>FEMA-DR-4259-DR-GA</b>
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5.Applicant Information:

Legal Name: <b>City of Blue Ridge</b>	Organizational Unit: <b>Fannin</b>
Address (city, county, state, and zip):  <b>480 West First Street Blue Ridge, GA 30513</b>	Name and telephone number of the person to be contacted on matters involving this application (include area code):  <b>Alicia Stewart (706) 632-2091</b>
Employer Identification Number(EIN):  <b>58-6011380</b>	7.Type of Applicant (enter appropriate letter in box): <b>[ C ]</b> A.State B.County C.Municipal: D.Special District E.Independent School District F.State Institution of Higher Learning G.Private Learning H.Other (List):

8.Type of Application: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision If revision, enter appropriate letter(s) in box(es) [ ]  A. Increase Award      C. Increase Duration B. Decrease Award      D. Decrease Duration E. Other (List):	9.Name of State Agency: <b>Georgia Emergency Management Agency/Homeland</b>
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10.Catalog of Federal Domestic Assistance Number:  Title:	11.Descriptive Title of Applicant's Project:  (See Exhibit G for PW Details)
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12.Estimated Funding:	Remarks:
Federal: \$6,517.69	This Exhibit A is for Bundle # 006
Applicant: \$1,303.53	
State: \$869.03	
Local: XX.XX	
Other: XX.XX	
Total: \$8,690.25	

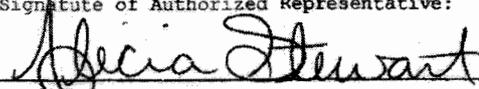
13.TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION ARE TRUE AND CORRECT.  
THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED.

Typed Name of Authorized Representative: <b>Alicia Stewart</b>	Title: <b>Finance Director</b>	Telephone Number: <b>(706) 632-2091</b>
Signature of Authorized Representative: 	Date Signed: <b>6/14/16</b>	
Signature of Approving Authority:	Title:	

**EXHIBIT A**

**APPLICATION FOR FEDERAL ASSISTANCE**

PAS259006

1.Type of Submission: <input type="checkbox"/> Construction <input type="checkbox"/> Non-Construction	2.Date Submitted: 3.Date Rcvd by State: 4.Date Rcvd by Federal:	Applicant Identifier: 11108928-00 State Application ID: Bundle # 014 State Identifier: FEMA-DR-4259-DR-GA
5.Applicant Information:		
Legal Name: City of Blue Ridge	Organizational Unit: Fannin	
Address (city, county, state, and zip):  480 West First Street Blue Ridge, GA 30513	Name and telephone number of the person to be contacted on matters involving this application (include area code):  Alicia Stewart (706) 632-2091	
Employer Identification Number(EIN):  58-6011380	7.Type of Applicant (enter appropriate letter in box): <input checked="" type="checkbox"/> C A.State F.State Institution of Higher Learning B.County G.Private Learning C.Municipal: H.Other (List): D.Special District E.Independent School District	
8.Type of Application: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision If revision, enter appropriate letter(s) in box(es) [ ]  A. Increase Award C. Increase Duration B. Decrease Award D. Decrease Duration E. Other (List):	9.Name of State Agency: <b>Georgia Emergency Management Agency/Homeland</b>	
10.Catalog of Federal Domestic Assistance Number:  Title:	11.Descriptive Title of Applicant's Project:  (See Exhibit G for PW Details)	
12.Estimated Funding:	Remarks: This Exhibit A is for Bundle # 014	
Federal: \$1,902.50		
Applicant: \$201.44		
State: \$134.29		
Local: XX.XX		
Other: XX.XX		
Total: \$2,238.23		
13.TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION ARE TRUE AND CORRECT. THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED.		
Typed Name of Authorized Representative: Alicia Stewart	Title: Finance Director	Telephone Number: (706) 632-2091
Signature of Authorized Representative: 	Date Signed: 6/14/16	
Signature of Approving Authority:	Title:	

**EXHIBIT A**

**APPLICATION FOR FEDERAL ASSISTANCE**

PAS259006

1.Type of Submission: <input type="checkbox"/> Construction <input type="checkbox"/> Non-Construction	2.Date Submitted: 3.Date Rcvd by State: 4.Date Rcvd by Federal:	Applicant Identifier: 11108928-00 State Application ID: Bundle # 016 State Identifier: FEMA-DR-4259-DR-GA
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5.Applicant Information:

Legal Name: <b>City of Blue Ridge</b>	Organizational Unit: Fannin
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Address (city, county, state, and zip):  480 West First Street Blue Ridge, GA 30513	Name and telephone number of the person to be contacted on matters involving this application (include area code):  Alicia Stewart  (706) 632-2091
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Employer Identification Number(EIN):  58-6011380	7.Type of Applicant (enter appropriate letter in box): [ C ] A.State F.State Institution of Higher Learning B.County G.Private Learning C.Municipal: D.Special District H.Other (List): E.Independent School District
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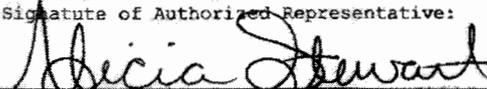
8.Type of Application: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision If revision, enter appropriate letter(s) in box(es) [ ]  A. Increase Award C. Increase Duration B. Decrease Award D. Decrease Duration E. Other (List):	9.Name of State Agency: <b>Georgia Emergency Management Agency/Homeland</b>
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10.Catalog of Federal Domestic Assistance Number:  Title:	11.Descriptive Title of Applicant's Project:  (See Exhibit G for PW Details)
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12.Estimated Funding:	Remarks:
Federal: \$4,470.31	This Exhibit A is for Bundle # 016
Applicant: \$670.55	
State: \$447.03	
Local: XX.XX	
Other: XX.XX	
Total: \$5,587.89	

13.TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION ARE TRUE AND CORRECT.  
THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED.

Typed Name of Authorized Representative: Alicia Stewart	Title: Finance Director	Telephone Number: (706) 632-2091
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Signature of Authorized Representative: 	Date Signed: 6/14/16
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Signature of Approving Authority:	Title:
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**EXHIBIT A**

**APPLICATION FOR FEDERAL ASSISTANCE**

PAS259006

1.Type of Submission: <input type="checkbox"/> Construction <input type="checkbox"/> Non-Construction	2.Date Submitted: 3.Date Rcvd by State: 4.Date Rcvd by Federal:	Applicant Identifier: <b>11108928-00</b> State Application ID: <b>Bundle # 019</b> State Identifier: <b>FEMA-DR-4259-DR-GA</b>
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5.Applicant Information:

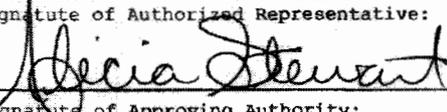
Legal Name: <b>City of Blue Ridge</b>	Organizational Unit: <b>Fannin</b>
Address (city, county, state, and zip):  <b>480 West First Street Blue Ridge, GA 30513</b>	Name and telephone number of the person to be contacted on matters involving this application (include area code):  <b>Alicia Stewart (706)632-2091</b>
Employer Identification Number(EIN):  <b>58-6011380</b>	7.Type of Applicant (enter appropriate letter in box): <b>[ C ]</b> A.State B.County C.Municipal: D.Special District E.Independent School District F.State Institution of Higher Learning G.Private Learning H.Other (List):

8.Type of Application: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision If revision, enter appropriate letter(s) in box(es) [ ]  A. Increase Award    C. Increase Duration B. Decrease Award    D. Decrease Duration E. Other (List):	9.Name of State Agency: <b>Georgia Emergency Management Agency/Homeland</b>
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10.Catalog of Federal Domestic Assistance Number:  Title:	11.Descriptive Title of Applicant's Project:  (See Exhibit G for PW Details)
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12.Estimated Funding:	Remarks:
Federal: \$664.38	This Exhibit A is for Bundle # 019
Applicant: \$132.08	
State: \$88.58	
Local: XX.XX	
Other: XX.XX	
Total: \$885.64	

13.TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION ARE TRUE AND CORRECT.  
THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED.

Typed Name of Authorized Representative: <b>Alicia Stewart</b>	Title: <b>Finance Director</b>	Telephone Number: <b>(706)632-2091</b>
Signature of Authorized Representative: 	Date Signed: <b>6/14/16</b>	
Signature of Approving Authority:	Title:	

### ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

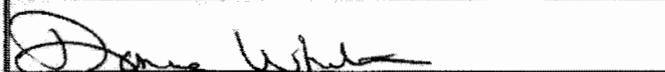
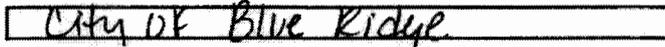
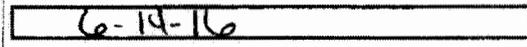
**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

**NOTE:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE 
APPLICANT ORGANIZATION 	DATE SUBMITTED 

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009  
Expiration Date: 01/31/2019

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

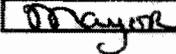
**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

**NOTE:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
	
APPLICANT ORGANIZATION	DATE SUBMITTED
City of Blue Ridge	6-14-16

**Exhibit C**  
**Financial Assistance**

1. **General.** The state shall make necessary funding available for disaster assistance within the limits of funds provided by FEMA pursuant to the major declaration designated FEMA-4259-DR-GA.
  2. **Documentation.** The Subrecipient will maintain a list of locations where its records, including the original documentation supporting each claim, may be audited. These records shall be retained for a period of not less than three years from the date of the final applicant closeout.
  3. **Audit.** Audits of Subrecipients receiving assistance under the Act and this Agreement shall be conducted in accordance with the requirements of the Single Audit Act of 1984 (PL 98-502), The Super Circular 2 C.F.R. Part 200, OMB Circulars A-128 and A-110 as well as related FEMA and state regulations and instructions. Subrecipients will ensure that appropriate corrective action is taken within three months after receipt of the audit in instances of noncompliance.
  4. **Payments.**
    - A. **General**
      - (1) Small projects are defined as those with an estimated cost under \$121,800. Large projects are defined as those with an estimated cost of \$121,800 or greater.
      - (2) GEMHSA will provide funds to the Subrecipient in the form of initial payments, progress payments, and final payments for approved project applications. The state hereby establishes, and the Subrecipient agrees to, the terms and conditions listed below in paragraphs 4A (3) through (8), 4B, 4C, and 4D, which shall govern all funds used to make these payments.
      - (3) The Subrecipient Official responsible for the custody of the funds shall be a bonded official or, if other than a bonded official, assurances of satisfactory surety shall be provided.
      - (4) The Subrecipient will pay contractors, vendors, suppliers, etc. immediately upon receipt of funds.
      - (5) The Subrecipient shall maintain records that identify adequately the source and application of federal and/or state disaster assistance funds along with accounting records that are supported by adequate documentation.
      - (6) The funds shall be used solely for disaster relief projects approved by GEMHSA and FEMA.
-

- (7) The Subrecipient shall establish and maintain accounting records, which will be subject to state or federal audit, containing the following:
  - (a) The amount and date of each disaster assistance payment to the Subrecipient.
  - (b) The amount of funds provided to each contractor, vendor, supplier, etc., including the check number, amount, date, invoice number, and individual payee.
- (8) Subrecipient reports of cash disbursements will be made as required by GEMHSA.

B. Small Projects:

- (1) GEMHSA will make advance payment of the full project amount (100%) to the Subrecipient on the basis of the approved federal estimate contained in the Project Worksheet (PW), FEMA Form 90-91, for all small projects.
  - (2) Overruns and underruns on all small projects will be totaled upon completion of all small projects. If there is a net underrun, the difference need not be returned by the Subrecipient to the state. However, the Subrecipient must spend the funds generated by project underruns on projects which contribute to the general welfare of its constituents, i.e., for the public benefit.
  - (3) Claims for net overruns will be supported by appropriate documentation. If an overrun is claimed, documentation on all small projects must be submitted for review by GEMHSA and FEMA to determine if payment of the overrun is justified.
  - (4) Failure to complete a project according to the defined scope of work, in partial or in its entirety, will require that the federal and state payments be refunded.
  - (5) It is essential that significant potential overruns or underruns on individual projects be brought to the attention of GEMHSA as soon as they become apparent so that the project can be reviewed and/or reinspected to determine if a revised PW is necessary.
  - (6) Final inspection of small projects will be conducted in accordance with current procedures. Documentation to support all small projects must be kept for possible review and/or audit for three years following project completion.
-

C. Large Projects:

- (1) An initial payment of 25% of the full project amount may be paid to the Subrecipient on the basis of the approved federal estimate contained in the Project Worksheet (PW), FEMA Form 90-91, for all large projects. No further payments will be made by GEMHSA until sufficient documentation has been received from the Subrecipient to justify the initial payment.
- (2) Generally, advance payments will not be made for large projects. The GAR may authorize advance payments on a case-by-case basis upon request and justification by the Subrecipient.
- (3) Payments will normally be made based upon progress and requests for reimbursement of documented expenditures of the Subrecipient. Ten percent of each large PW will be retained by GEMHSA and subject to final inspection, review and approval by GEMHSA and FEMA.
- (4) Upon completion of each large project, the Subrecipient shall request a final inspection by GEMHSA.
- (5) After the final inspection has been approved by FEMA, obligated funds will be processed for payment. Any deobligated funds must be refunded to GEMHSA as required.

D. Repayments:

Any project funds provided to the Subrecipient, with the exception of small project underruns, which are:

- (1) in excess of current needs, or,
- (2) in excess of amounts approved by GEMHSA or FEMA, or,
- (3) found by audit or investigation to be owing to the state or FEMA, shall be refunded by check drawn payable to the State of Georgia-Office of Planning and Budget. Repayment shall be made to the state within 10 working days after the Subrecipient becomes aware of such excess funds or funds due the state. If the Subrecipient fails to pay the state such funds within 10 working days, then the Subrecipient shall pay interest at a rate established by FEMA. If immediate repayment is not possible, then a reasonable repayment schedule with interest charged on the unpaid balance will be submitted to the state for approval. In the event that repayment is not made within four months or in accordance with an approved payment schedule, the GAR shall take appropriate measures as provided by state law to collect or otherwise dispose of the debt.

## EXHIBIT D

### Federal Emergency Management Agency

#### Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 44 CFR Part 17. The regulations were published in the May 26, 1988 Federal Register. Copies of the regulation are available from the appropriate FEMA Regional Office.

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in the certification, such prospective participant shall attach an explanation to this proposal.

## EXHIBIT E

### Certification for Contracts, Grants, Loans, and Cooperative Agreements

The Applicant's Agent, as part of this agreement, certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. The undersigned shall require that the language of the certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipient shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

## EXHIBIT F

### GUIDANCE FOR IMPLEMENTATION OF SECTION 406 HAZARD MITIGATION FOR FEMA-4259-DR-GA

The Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended, provides FEMA the authority to fund the restoration of eligible facilities that have sustained damage due to a Presidentially declared disaster. Within the enabling act, Section 406 also contains a provision for the consideration of funding additional measures, not required by applicable codes and standards, that will enhance a facility's ability to resist similar damage in future events.

In providing discretionary authority for the addition of hazard mitigation to permanent work restoration, Congress recognized that, during the repair of damaged components of facilities, there would be a unique opportunity to attempt to prevent recurrence of similar damage from future, similar disaster events. Such measures are additional to compliance with adopted codes and standards, although such compliance could be considered a form of mitigation.

Based on the above, the Federal Emergency Management Agency (FEMA) and the Georgia Emergency Management Agency-Homeland Security (GEMHSA), as Recipients under the FEMA Public Assistance Grant Program, agree to conduct Public Assistance inspections pursuant to the following provisions:

1. GEMHSA will make every effort to alert local representatives to the potential for hazard mitigation funding under the Public Assistance program, and FEMA will support this initiative.
2. During inspections, FEMA, State, and local inspectors will explore every opportunity for the provision of hazard mitigation to combine with other costs potentially eligible for public assistance funding.
3. Section 406 Hazard Mitigation funding will only be considered for components of the eligible facilities. Section 406 Hazard Mitigation proposals are not eligible as stand-alone projects: They must be associated with eligible damage reduction.
4. General eligibility criteria for Public Assistance require that an item of work be required as a result of the major disaster event. For this reason, hazard mitigation proposals must be aimed at reducing damages from future similar events.
5. Restoration PWs will incorporate applicable codes and standards when appropriate. Since replacement projects will incorporate compliance with applicable codes and standards, there generally will be no need to mitigate such projects. Mitigation will not be considered for use in alternate projects since the eligible funding will not be used in restoration of a damaged facility.

6. All hazard mitigation proposals submitted pursuant to Section 406 will be evaluated for cost effectiveness (Where the benefits of the measure must exceed the costs), technical feasibility, environmental compliance and historical compliance. These proposals will also be evaluated against any other applicable requirements.
7. In order to ensure consideration of potential mitigation opportunities, FEMA inspectors will annotate the level of mitigation included in the PW. Typical conclusions will include: a) mitigation proposal attached to PW, b) mitigation already considered through code compliance and no other opportunities were identified; c) opportunities were explored but none were identified (PW must include a detailed explanation as to this determination).
8. Some repairs to a facility are written to incorporate preventative measures that constitute good engineering and common sense. If not required by code, these additional measures are mitigation, and will be so annotated on the PW in the same fashion as other mitigation measures.
9. FEMA Public Assistance in coordination with FEMA Mitigation and GEMHSA Public Assistance and Mitigation will establish a review team dedicated to the processing of hazard mitigation proposals and review of other PWs to assess the potential for mitigation opportunities. To the extent possible, this team will identify and implement procedures to expedite the review of these proposals and PWs.
10. Measures that are designed to reduce damages from future events, that are not linked to an eligible damaged site, and that do not qualify for Section 406 mitigation funding, should be forwarded to the applicant for possible application under the Section 404 mitigation program.

**EXHIBIT G**  
**Certification of Program Cost Share**

This certification is pursuant to the State Financial Assistance Policy for Local Governments Declared Eligible for Federal Disaster Assistance Programs. This policy can be obtained from the Georgia Emergency Management Agency.

1. The prospective subgrantee certifies, by submission of this proposal, that it will provide its local match based on the local contribution rates indicated in this exhibit on all expenditures incurred on any projects funded as a result of this agreement.
2. Failure to provide match at or greater than the rates specified will result in non-payment for the full amount of the expenditure for which reimbursement is requested and deobligation of the federal share.

**FEMA-DR-4259-DR-GA Severe Storms and Flooding**

**PAS259006 Blue Ridge, City of**

**BUNDLE #: 006**

<u>PW #</u>	<u>VRS</u>	<u>Bundle Amount</u>	<u>Federal Funds</u>	<u>State Cost Share</u>	<u>Local Cost Share</u>
PW-00006	0 Road System Drainage	8,690.25	6,517.69 (75.0%)	869.03 (10.0%)	1,303.53 (15.0%)
		<u>Grand Total</u>	<u>Federal Total</u>	<u>State Total</u>	<u>Local Total</u>
		8,690.25	6,517.69	869.03	1,303.53

Report Generated on:	05/09/2016 15:56
Data Captured As Of:	05/09/2016 15:56
Disaster Number:	4259
Bundle:	PA-04-GA-4259-PW-00006

Capture Date: 05/09/2016 15:56

Federal Emergency Management Agency  
 Project Application Grant Report (P.2)  
 Disaster: FEMA-4259-DR-GA

Number of Records: 1

Applicant ID: 111-08928-00  
 Bundle #: PA-04-GA-4259-PW-00006(12)

Applicant: BLUE RIDGE

PW #	Cat	Cost Share	Projected Completion Date	Approved PW Amount (\$)
PA-04-GA-4259-PW-00006(0)	C	N	08-26-2017	8,690.25

Facility Number:

1

Facility Name:

BLUE03C Road System Damage

Location:

480 West First Street, Blue Ridge GA 30513  
 GPS 34.866596 -84.325715  
 Business Location

Scope of Work:

WORK TO BE COMPLETED:

The applicant intends to utilize contractual services to repair the washed out road shoulders and the broken asphalt pavement to bring the road shoulder back to pre-disaster condition. The work consist of banking, compacting, repairing the shoulders, and then patching the road edge where needed. Grass matting will be installed for erosion control.

The attached estimate summarized repair cost is as follows:

Bid estimated to bench, compact and fill is: \$7,700.00

Bid estimated to install grass matt for erosion control is: \$900.00

Estimated total cost is: \$8,600.00

Project Notes:

At time of the project formulation, the applicant had obtained only 1 quote for referenced work.

**WORK TO BE COMPLETED:** Upon completion, this site will be returned to its original design, function, and capacity within the original footprint. Acquiring all necessary Federal, State, and local permits is required for Federal Funding. Noncompliance with this requirement may jeopardize the receipt of Federal funds.

**Direct Administrative Costs:** The subgrantee is requesting Direct Administrative Costs of \$90.25 that is directly chargeable to this specific project. Associated eligible work is related to administration of the PA project only and in accordance with 44 CFR 13.22. These costs are treated consistently and uniformly as direct costs in all Federal awards and other subgrantee activities and are not included in any approved indirect cost rates.

**HAZARD MITIGATION PROPOSAL:** Hazard Mitigation measures have been discussed with the applicant and the hazard mitigation proposal is attached. (See attached HMP Proposal)

**RECORD RETENTION:** The FEMA-State Agreement and 2 C.F.R. § 200.333 set forth the records retention requirements under the Public Assistance grant. The State is required to retain records for 3 years (except in certain rare circumstances described in 2 C.F.R. § 200.333) from the date it submits the final Federal Financial Report (SF 425) for the entire Public Assistance grant to FEMA in compliance with 2 C.F.R. § 200.333, notwithstanding the time period prescribed for sub-recipients. Sub-recipients are required to retain records for 3 years from the date that the State submits to FEMA the final expenditure report for the sub-recipient. The final expenditure report for the sub-recipient is the quarterly progress report in which the State indicates it reflects the last and final expenditures for the sub-recipient for the Public Assistance grant. FEMA will not confirm the quarterly progress report as the final expenditure report for a particular sub-recipient until the State has submitted all outstanding information and certifications required in 44 C.F.R. § 206.205 for all the sub-recipient's costs and work for the major disaster. See FEMA-State Agreement, VI V(E) and VI(E).

**PERMITS:** The PA Project Specialist has advised the Applicant that it is their responsibility to obtain all applicable local, state and federal permits prior to any construction or debris disposal activity referenced on this project. Applicant has also been advised that the lack of obtaining and maintaining these documents may jeopardize funding.

**INSURANCE:** As a condition for receiving Public Assistance for permanent work, an applicant must obtain and maintain insurance to cover that facility for the hazard that caused the damage. Such coverage must, at a minimum, be in the amount of the estimated eligible damages for that structure prior to any reduction. The costs of Section 406 hazard mitigation measures are included in the amount of insurance required. If the requirement to purchase all insurance is not met, FEMA will not provide assistance for damage sustained in the current or a future disaster of the same type. If the applicant does not maintain all required insurance, FEMA will not provide any assistance for that facility in future disasters of the same type. An applicant is exempt from this requirement for:

- Projects where the eligible damage (before any reductions) is less than \$5,000; or
- Facilities for which, in the determination of the State insurance commissioner, the type and/or extent of insurance being required by FEMA is not reasonable. (This exemption does not apply to facilities insurable under the NFIP because insurance is both available and reasonable.)

**PROCUREMENT:** The Applicant has been advised by FEMA PAC and/or Project Specialist that in the seeking of proposals and letting of contracts for eligible work, the Applicant must comply with its Local, State and/or Federal procurement laws, regulations, and procedures. The federal regulations at 2 C.F.R. §§ 200.317 to 326 set forth various procurement standards that a non-Federal entity must follow when using FEMA Public Assistance funding to finance procurements of property and services to perform the scope of work under a Public Assistance award. As detailed in those regulations, a state must use the same policies and procedures that it uses for procurements from its non-Federal funds. 2 C.F.R. § 200.317. A state must also comply with 2 C.F.R. § 200.322 (Procurement of Recovered Materials), must ensure that every purchase order or other contract included any clauses required by 2 C.F.R. § 200.326 (Contract Provisions), and must follow all applicable federal laws, executive orders, and implementing regulations. All other non-Federal entities, including non-state sub-recipients of a state, must follow the regulations at 2 C.F.R. § 200.318 (General Procurement Standards) through 2 C.F.R. § 200.326 (Contract Provisions). A non-Federal entity, however, may continue to apply with the former procurement standards applicable to FEMA awards formerly located at 44 C.F.R. Part 13 (for states, local, and Indian tribal governments) or 2 C.F.R. Part 215 (for institutions of higher education, hospitals, and other nonprofit organizations) until the completion of one additional fiscal year after December 26, 2014. 2 C.F.R. § 200.110(a). This is an elective grace period and, if a non-Federal entity chooses to use the previous procurement standards before adopting the procurement standards in 2 C.F.R. pt. 200, must document this decision in its internal procurement policies.

**FEDERAL HIGHWAY ROADS:** The (applicant) has notified FEMA that none of the sites in this Project Worksheet are located on roads listed on the Federal Functional Classification System as: Major Collectors, Minor Arterials, Principal Arterials, Interstate, and/or receiving any kind of federal funding. Only Minor Collector Roads that are not eligible for the Emergency Relief Funding can be eligible for Permanent Work repairs under the FEMA PA Program.

Capture Date: 09/09/2016 15:36

Federal Emergency Management Agency  
 Project Application Grant Report (P.2)  
 Disaster: FEMA-4239-DR-GA

Number of Records: 1

**ENVIRONMENTAL AND HISTORIC:** Any change to the approved scope of work will require re-evaluation by the Environmental and Historic Preservation section for compliance with environmental and historic preservation considerations under the National Environmental Policy Act. Non-compliance with this requirement may jeopardize the receipt of federal funding.

- o **Floodplains and Wetlands:** Any modifications or construction in a floodplain or wetland must be reviewed by FEMA and may require a public notice.
- o **Threatened and Endangered Species:** The Applicant and FEMA may be required to complete consultation with the U.S. Fish and Wildlife Service and the Alabama Department of Conservation and Natural Resources (ALDCNR) for projects that have the potential to affect: critical habitat, which may be located in or near water, forested areas, fields, or along the road edge, endangered or threatened species within a county (listed on USFWS and ALDCNR websites).
- o **Historic and Archaeological Resources:** FEMA may be required to complete consultation with the State Historic Preservation Office and tribes prior to starting work on certain projects including, but not limited to: repair or demolition of buildings or structures (including bridges) 45 years old or older, ground disturbing activities including projects in farmland, forests, and other undisturbed areas, as well as undisturbed ground within built-up areas, and use of borrow pits.

**SMALL PROJECTS:** For small projects FEMA pays based on the actual or estimated cost in order to expedite the funds (Digest Page 121.). FEMA does not perform final inspections on small projects; however, the state must certify compliance. The applicant does have the ability to request a small project netting (appeal) if/when significant net small over-runs occur. This process will involve a review of all documentation for all small projects and an adjustment will be made for the total actual eligible dollars spent (over-run/under-run). A final Project Worksheet will then be required in EMMIE to capture all the eligible PA costs for the small projects.

**SMALL PROJECT CHANGE REQUEST:** Change requests to small project worksheets will not be approved unless there is a change in the approved scope of work. This change must be approved prior to the construction. If after completion of all small projects the applicant incurs a significant net small project overrun, the applicant must file an appeal within 60 day of completion of the applicant's last small project. All requests must be submitted through the grantee.

1 PW	PWs (\$)	Subgrantee Admin Exp. (\$)	Total (\$)
Amount Eligible (\$)	8,690.25	0.00	8,690.25
Federal Share (\$)	6,517.69	0.00	6,517.69

PA-04-GA-4259-PW-00006(0) P	
Applicant Name: BLUE RIDGE	Application Title: BLUE03C - Road System Damage
Period of Performance Start: 02-26-2016	Period of Performance End: 08-26-2017

Bundle Reference # (Amendment #) PA-04-GA-4259-PW-00006(12)	Date Awarded 05-06-2016
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**Subgrant Application - FEMA Form 90-91**

Note: The Effective Cost Share for this application is 75%

FEDERAL EMERGENCY MANAGEMENT AGENCY  
**PROJECT WORKSHEET**

DISASTER FEMA 4259 - DR -GA	PROJECT NO. BLUE03C	PA ID NO. 111-08928-00	DATE 04-19-2016	CATEGORY C
APPLICANT: BLUE RIDGE		WORK COMPLETE AS OF: 04-08-2016 : 0 %		
Site 1 of 1				
DAMAGED FACILITY: BLUE03C Road System Damage		COUNTY: Fannin		
LOCATION: PA-04-GA-4259-PW-00006(0): 480 West First Street, Blue Ridge GA 30513 GPS 34.866596 -84.325715 Business Location		LATITUDE: 34.866596	LONGITUDE: -84.325715	
Current Version:				
DAMAGE DESCRIPTION AND DIMENSIONS: PA-04-GA-4259-PW-00006(0): During the incident period of December 22nd, 2015 through January 13th, 2016, severe storms with lightning and prolonged periods of heavy rainfall flooded Trakside Lane Road in Blue Ridge, Georgia. Severe overland flooding eroded two areas on the east roadside asphalt pavement/shoulder for approximately for 30 feet and 160 feet.  Area 1 along the east road shoulder, parallel to the railroad track, showed shoulder erosion for 30 feet beginning at (GPS 34.85516, -84.3348) at a low point of the road before its next raise. The flood water flowed next to the asphalt road causing approximately a washout of 1 foot deep and 2 feet wide, breaking the pavement edge at varying widths.  Area 2 shoulder/pavement erosion began approximately 100 feet beyond Area 1 on a steeper decent where flood water flowed faster next to the asphalt road at (GPS 34.855133, -84.334801) eroding an average of 1.5 feet deep washout for approximately 140ft and continued on eroding a 3ft deep washout for approximately 20ft. The width of the shoulder wash was approximately 3 feet and the eroded pavement edge varied.  Current Version:				
SCOPE OF WORK: PA-04-GA-4259-PW-00006(0): WORK TO BE COMPLETED:  The applicant intends to utilize contractual services to repair the washed out road shoulders and the broken asphalt pavement to bring the road shoulder back to pre-disaster condition. The work consist of benching, compacting, repairing the shoulders, and then patching the road edge where needed. Grass matting will be installed for erosion control.  The attached estimate summarized repair cost is as follows:  Bid estimated to bench, compact and fill is: \$7,700.00				

Bid estimated to install grass matt for erosion control is: \$900.00

Estimated total cost is: \$8,600.00

**Project Notes:**

At time of the project formulation, the applicant had obtained only 1 quote for referenced work.

**WORK TO BE COMPLETED:** Upon completion, this site will be returned to its original design, function, and capacity within the original footprint. Acquiring all necessary Federal, State, and local permits is required for Federal Funding. Noncompliance with this requirement may jeopardize the receipt of Federal funds.

**Direct Administrative Costs:** The subgrantee is requesting Direct Administrative Costs of \$90.25 that is directly chargeable to this specific project. Administration of the PA project only and in accordance with 44 CFR 13.22. These costs are treated consistently and uniformly as direct costs in all Federal awards and other subgrantee activities and are not included in any approved indirect cost rates.

**HAZARD MITIGATION PROPOSAL:** Hazard Mitigation measures have been discussed with the applicant and the hazard mitigation proposal is attached. (See attached HMP Proposal)

**RECORD RETENTION:** The FEMA-State Agreement and 2 C.F.R. § 200.333 set forth the records retention requirements under the Public Assistance grant. The State is required to retain records for 3 years (except in certain rare circumstances described in 2 C.F.R. § 200.333) from the date it submits the final Federal Financial Report (SF 425) for the entire Public Assistance grant to FEMA in compliance with 2 C.F.R. § 200.333, notwithstanding the time period prescribed for sub-recipients. Sub-recipients are required to retain records for 3 years from the date that the State submits to FEMA the final expenditure report for the sub-recipient. The final expenditure report for the sub-recipient is the quarterly progress report in which the State indicates it reflects the last and final expenditures for the sub-recipient for the Public Assistance grant. FEMA will not confirm the quarterly progress report as the final expenditure report for a particular sub-recipient until the State has submitted all outstanding information and certifications required in 44 C.F.R. § 206.205 for all the sub-recipient's costs and work for the major disaster. See FEMA-State Agreement, ¶¶ V(E) and VI(E).

**PERMITS:** The PA Project Specialist has advised the Applicant that it is their responsibility to obtain all applicable local, state and federal permits prior to any construction or debris disposal activity referenced on this project. Applicant has also been advised that the lack of obtaining and maintaining these documents may jeopardize funding.

**INSURANCE:** As a condition for receiving Public Assistance for permanent work, an applicant must obtain and maintain insurance to cover that facility for the hazard that caused the damage. Such coverage must, at a minimum, be in the amount of the estimated eligible damages for that structure prior to any reduction. The costs of Section 406 hazard mitigation measures are included in the amount of insurance required. If the requirement to purchase all insurance is not met, FEMA will not provide assistance for damage sustained in the current or a future disaster of the same type. If the applicant does not maintain all required insurance, FEMA will not provide any assistance for that facility in future disasters of the same type. An applicant is exempt from this requirement for:

- Projects where the eligible damage (before any reductions) is less than \$5,000; or
- Facilities for which, in the determination of the State insurance commissioner, the type and/or extent of insurance being required by FEMA is not reasonable. (This exemption does not apply to facilities insurable under the NFIP because insurance is both available and reasonable.)

**PROCUREMENT:** The Applicant has been advised by FEMA PAC and/or Project Specialist that in the seeking of proposals and letting of contracts for eligible work, the Applicant must comply with its Local, State and/or Federal procurement laws, regulations, and procedures. The federal regulations at 2 C.F.R. §§ 200.317 to 326 set forth various procurement standards that a non-Federal entity must follow when using FEMA Public Assistance funding to finance procurements of property and services to perform the scope of work under a Public Assistance award. As detailed in those regulations, a state must use the same policies and procedures that it uses for procurements from its non-Federal funds. 2 C.F.R. § 200.317. A state must also comply with 2 C.F.R. § 200.322 (Procurement of Recovered Materials), must ensure that every purchase order or other contract included any clauses required by 2 C.F.R. § 200.326 (Contract Provisions), and must follow all applicable federal laws, executive orders, and implementing regulations. All other non-Federal entities, including non-state Sub-recipients of a state, must follow the regulations at 2 C.F.R. § 200.318 (General Procurement Standards) through 2 C.F.R. § 200.326 (Contract Provisions). A non-Federal entity, however, may continue to apply with the former procurement standards applicable to FEMA awards formerly located at 44 C.F.R. Part 13 (for states, local, and Indian tribal governments) or 2 C.F.R. Part 215 (for institutions of higher education, hospitals, and other nonprofit organizations) until the completion of one additional fiscal year after December 26, 2014. 2 C.F.R. § 200.110(a). This is an elective grace period and, if a non-Federal entity chooses to use the previous procurement standards before adopting the procurement standards in 2 C.F.R. pt. 200, must document this decision in its internal procurement policies.

**FEDERAL HIGHWAY ROADS:** The (applicant) has notified FEMA that none of the sites in this Project Worksheet are located on roads listed on the Federal Functional Classification System as: Major Collectors, Minor Arterials, Principal Arterials, Interstate, and/or receiving any kind of federal funding. Only Minor Collector Roads that are not eligible for the Emergency Relief Funding can be eligible for Permanent Work repairs under the FEMA PA Program.

**ENVIRONMENTAL AND HISTORIC:** Any change to the approved scope of work will require re-evaluation by the Environmental and Historic Preservation section for compliance with environmental and historic preservation considerations under the National Environmental Policy Act. Non-compliance with this requirement may jeopardize the receipt of federal funding.

- o Floodplains and Wetlands: Any modifications or construction in a floodplain or wetland must be reviewed by FEMA and may require a public notice.
- o Threatened and Endangered Species: The Applicant and FEMA may be required to complete consultation with the U.S. Fish and Wildlife Service and the Alabama Department of Conservation and Natural Resources (ALDCNR) for projects that have the potential to affect: critical habitat, which may be located in or near water, forested areas, fields, or along the road edge, endangered or threatened species within a county (listed on USFWS and ALDCNR websites).
- o Historic and Archaeological Resources: FEMA may be required to complete consultation with the State Historic Preservation Office and tribes prior to starting work on certain projects including, but not limited to: repair or demolition of buildings or structures (including bridges) 45

years old or older, ground disturbing activities including projects in farmland, forests, and other undisturbed areas, as well as undisturbed ground within built-up areas, and use of borrow pits.

**SMALL PROJECTS:** For small projects FEMA pays based on the actual or estimated cost in order to expedite the funds (Digest Page 121.), FEMA does not perform final inspections on small projects; however, the state must certify compliance. The applicant does have the ability to request a small project netting (appeal) if/when significant net small over-runs occur. This process will involve a review of all documentation for all small projects and an adjustment will be made for the total actual eligible dollars spent (over-run/under-run). A final Project Worksheet will then be required in EMMIE to capture all the eligible PA costs for the small projects.

**SMALL PROJECT CHANGE REQUEST:** Change requests to small project worksheets will not be approved unless there is a change in the approved scope of work. This change must be approved prior to the construction. If after completion of all small projects the applicant incurs a significant net small project overrun, the applicant must file an appeal within 60 day of completion of the applicant's last small project. All requests must be submitted through the grantee.

Current Version:

Does the Scope of Work change the pre-disaster conditions at the site? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Special Considerations included? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Hazard Mitigation proposal included? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Is there insurance coverage on this facility? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

**PROJECT COST**

ITEM	CODE	NARRATIVE	QUANTITY/UNIT	UNIT PRICE	COST
*** Version 0 ***					
Work To Be Completed					
1	9001	Contract	1/LS	\$ 8,600.00	\$ 8,600.00
Other					
2	9901	Direct Administrative Costs (Subgrantee)	1/LS	\$ 90.25	\$ 90.25
				<b>TOTAL COST</b>	<b>\$ 8,690.25</b>
PREPARED BY James Thacker			TITLE Project Specialist	SIGNATURE	
APPLICANT REP. Alicia Stewart			TITLE Finance Director	SIGNATURE <i>Alicia Stewart</i>	

**EXHIBIT G**  
**Certification of Program Cost Share**

This certification is pursuant to the State Financial Assistance Policy for Local Governments Declared Eligible for Federal Disaster Assistance Programs. This policy can be obtained from the Georgia Emergency Management Agency.

1. The prospective subgrantee certifies, by submission of this proposal, that it will provide its local match based on the local contribution rates indicated in this exhibit on all expenditures incurred on any projects funded as a result of this agreement.
2. Failure to provide match at or greater than the rates specified will result in non-payment for the full amount of the expenditure for which reimbursement is requested and deobligation of the federal share.

**FEMA-DR-4259-DR-GA Severe Storms and Flooding**

**PAS259006 Blue Ridge, City of**

**BUNDLE #: 014**

<u>PW #</u>	<u>VRS</u>	<u>Bundle Amount</u>	<u>Federal Funds</u>	<u>State Cost Share</u>	<u>Local Cost Share</u>
PW-00014	0	Debris Removal PAAP 0-30 Days			
		2,238.23	1,902.50 (85.0%)	134.29 (6.0%)	201.44 (9.0%)
		<u>Grand Total</u>	<u>Federal Total</u>	<u>State Total</u>	<u>Local Total</u>
		2,238.23	1,902.50	134.29	201.44

Report Generated on:	05/09/2016 14:49
Data Captured As Of:	05/09/2016 14:49
Disaster Number:	4259
Bundle:	PA-04-GA-4259-PW-00014
Applicant:	111-08928-00

Capture Date: 05/09/2016 14:49

Federal Emergency Management Agency  
Project Application Grant Report (P.2)  
Disaster: FEMA-4259-DR-GA

Number of Records: 1

Applicant ID: 111-08928-00  
Bundle #: PA-04-GA-4259-PW-00014(6)

Applicant: BLUE RIDGE

PW #	Cat	Cost Share	Projected Completion Date	Approved PW Amount (\$)
PA-04-GA-4259-PW-00014(0)	A	N	08-26-2016	2,238.23

Facility Number:

Facility Name:

Location:

Scope of Work:

City Wide Debris Removal

480 West First Street Blue Ridge GA 30513  
GPS 34.866516, -84.326043  
Applicant's Office

WORK COMPLETED:

ALTERNATIVE PROCEDURES PILOT PROGRAM:

Accelerated Debris Removal (85% Federal Share): sub-grantee has chosen to participate in the Accelerated Debris Removal Alternative Procedure (PAAP). This covers debris removal activities from day 0-30 (12/23/2015 through 1/21/2016) after the start of the incident period reimbursable at the authorized 85% Federal Share.

Beginning on December 29, 2016 and ending on January 21, 2016, the applicant utilized Lee Arrendale State Prison Inmate Labor and Force Account Equipment to gather debris from the City Right of Way and deliver it to the Blue Ridge Road Department Yard located at 188 Josh Hill Rd Blue Ridge, GA, GPS (34.87228 -84.31788).

The debris pile accumulated to (40 FT L x 50 FT W x 6 FT D =12,000 SF /27 =444.4 CY). One Fourth (111.1 CY) of the debris pile will be included in this project worksheet.

The Applicant within the period (0-30) days 12/22/15 through 1/21/2016, utilized Force Account Equipment of 58 hours for \$1,553.82 and Contracted Prison Labor of 29 hours for \$550.71 for a total cost of \$2,104.53

GENERAL NOTES:

Two more applications (BLUE02A and BLUE04A) will be created to capture the work in in 31-90 day and 91-180 day periods.

FINAL DISPOSITION - The applicant intends to chip all debris which will be captured in application BLUE04A which then will be made available to local residents.

Attached in the Contract Summary Record information are the 4 daily activity Logs from the Prison Supervisor.

Attached is the Contractual Agreement between the Applicant and Lee Arrendale State Prison.

Attached is the Force Account Equipment Sheets for the Passenger Van and 7 x 16 trailer that the Applicant owns and allows the Prison to use for daily transportation.

Attached are the DAC hours presented for reimbursement.

The Hourly rate for work done by Contractual Lee Arrendale State Prison inmate labor is calculated as follows: The yearly contracted rate of \$39,500.00 divided by (52 weeks at a 40 hour work week =) 2,080 hours equals \$18.99 per hour. The contracted Prison Labor of 29 hours x \$18.99 = \$550.71.

PROJECT NOTES:

DIRECT ADMINISTRATIVE COSTS: The subgrantee is requesting Direct Administrative Costs of \$133.70 that is directly chargeable to this specific project. Associated eligible work is related to administration of the PA project only and in accordance with 44 CFR 13.22. These costs are treated consistently and uniformly as direct costs in all Federal awards and other subgrantee activities and are not included in any approved indirect cost rates.

MITIGATION: No Mitigation Opportunities have been identified. This project worksheet is for emergency work only; therefore mitigation is not eligible.

PERMITS: The PA Project Specialist has advised the Applicant that it is their responsibility to obtain all applicable local, state and federal permits prior to any construction or debris disposal activity referenced on this project. Applicant has also been advised that the lack of obtaining and maintaining these documents may jeopardize funding.

INSURANCE: The applicant is aware that all projects are subject to an insurance review as stated in 44 CFR Sections 206.252 and 206.253 if applicable an insurance determination will be made either as anticipated proceeds or actual proceeds in accordance with the applicant's insurance policy that may affect the total amount of the project.

PROCUREMENT: The Applicant has been advised by FEMA PAC and/or Project Specialist that in the seeking of proposals and letting of contracts for eligible work, the Applicant must comply with its Local, State and/or Federal procurement laws, regulations, and procedures.

The federal regulations at 2 C.F.R. 55 200.317 to 326 set forth various procurement standards that a non-Federal entity must follow when using FEMA Public Assistance funding to finance procurements of property and services to perform the scope of work under a Public Assistance award. As detailed in those regulations, a state must use the same policies and procedures that it uses for procurements from its non-Federal funds. 2 C.F.R. § 200.317. A state must also comply with 2 C.F.R. § 200.322 (Procurement of Recovered Materials), must ensure that every purchase order or other contract included any clauses required by 2 C.F.R. § 200.326 (Contract Provisions), and must follow all applicable federal laws, executive orders, and implementing regulations. All other non-Federal entities, including non-state subrecipients of a state, must follow the regulations at 2 C.F.R. § 200.318 (General Procurement Standards) through 2 C.F.R. § 200.326 (Contract Provisions). A non-Federal entity, however, may continue to apply with the former procurement standards applicable to FEMA awards formerly located at 44 C.F.R. Part 13 (for states, local, and Indian tribal governments) or 2 C.F.R. Part 215 (for institutions of higher education, hospitals, and other nonprofit organizations) until the completion of one additional fiscal year after December 26, 2014. 2 C.F.R. § 200.110(a). This is an elective grace period and, if a non-Federal entity chooses to use the previous procurement standards before adopting the procurement standards in 2 C.F.R. pt. 200, must document this decision in its internal procurement policies.

RECORDS RETENTION: The FEMA-State Agreement and 2 C.F.R. § 200.333 set forth the records retention requirements under the Public

Capture Date: 05/09/2016 14:49

Federal Emergency Management Agency  
 Project Application Grant Report (P.2)  
 Disaster: FEMA-4259-DR-GA

Number of Records: 1

Assistance grant. The State is required to retain records for 3 years (except in certain rare circumstances described in 2 C.F.R. § 200.333) from the date it submits the final Federal Financial Report (SF 425) for the entire Public Assistance grant to FEMA in compliance with 2 C.F.R. § 200.333, notwithstanding the time period prescribed for subrecipients. Subrecipients are required to retain records for 3 years from the date that the State submits to FEMA the final expenditure report for the subrecipient. The final expenditure report for the subrecipient is the quarterly progress report in which the State indicates it reflects the last and final expenditures for the subrecipient for the Public Assistance grant. FEMA will not confirm the quarterly progress report as the final expenditure report for a particular subrecipient until the State has submitted all outstanding information and certifications required in 44 C.F.R. § 206.205 for all the subrecipient's costs and work for the major disaster. See FEMA-State Agreement, V(E) and VI(E)."

**ENVIRONMENTAL AND HISTORIC:** Any change to the approved scope of work will require re-evaluation by the Environmental and Historic Preservation section for compliance with environmental and historic preservation considerations under the National Environmental Policy Act. Non-compliance with this requirement may jeopardize the receipt of federal funding.

o **Floodplains and Wetlands:** Any modifications or construction in a floodplain or wetland must be reviewed by FEMA and may require a public notice.

o **Threatened and Endangered Species:** The Applicant and FEMA may be required to complete consultation with the U.S. Fish and Wildlife Service and the Alabama Department of Conservation and Natural Resources (ALDCNR) for projects that have the potential to affect: critical habitat, which may be located in or near water, forested areas, fields, or along the road edge, endangered or threatened species within a county (listed on USFWS and ALDCNR websites).

**Historic and Archaeological Resources:** FEMA may be required to complete consultation with the State Historic Preservation Office and tribes prior to starting work on certain projects including, but not limited to: repair or demolition of buildings or structures (including bridges) 45 years old or older, ground disturbing activities including projects in farmland, forests, and other undisturbed areas, as well as undisturbed ground within built-up areas, and use of borrow pits.

**SMALL PROJECTS:** For small projects FEMA pays based on the actual or estimated cost in order to expedite the funds (Digest Page 121.). FEMA does not perform final inspections on small projects; however, the state must certify compliance. The applicant does have the ability to request a small project netting (appeal) if/when significant net small over-runs occur. This process will involve a review of all documentation for all small projects and an adjustment will be made for the total actual eligible dollars spent (over-run/under-run). A final Project Worksheet will then be required in EMMIE to capture all the eligible PA costs for the small projects.

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1 PW	PWs (\$)	Subgrantee Admin Exp. (\$)	Total (\$)
Amount Eligible (\$)	2,238.23	0.00	2,238.23
Federal Share (\$)	1,902.50	0.00	1,902.50

PA-04-GA-4259-PW-00014(0) P	
Applicant Name: BLUE RIDGE	Application Title: BLUE01A - PAAP Debris Removal 0-30 Days
Period of Performance Start: 02-26-2016	Period of Performance End: 08-26-2016

Bundle Reference # (Amendment #) PA-04-GA-4259-PW-00014(6)	Date Awarded 05-05-2016
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**Subgrant Application - FEMA Form 90-91**

Note: The Effective Cost Share for this application is 85%

FEDERAL EMERGENCY MANAGEMENT AGENCY  
**PROJECT WORKSHEET**

DISASTER FEMA 4259 - DR -GA	PROJECT NO. BLUE01A	PA ID NO. 111-08928-00	DATE 04-21-2016	CATEGORY A
APPLICANT: BLUE RIDGE		WORK COMPLETE AS OF: 04-12-2016 : 100 %		
Site 1 of 1				
DAMAGED FACILITY: City Wide Debris Removal		COUNTY: Fannin		
LOCATION: PA-04-GA-4259-PW-00014(0): 480 West First Street Blue Ridge GA 30513 GPS 34.866516, -84.326043 Applicant's Office Current Version:		LATITUDE: 34.866516	LONGITUDE: -84.326043	
DAMAGE DESCRIPTION AND DIMENSIONS: PA-04-GA-4259-PW-00014(0): During the incident period of December 22nd, 2015 through January 13th, 2016, severe storms and prolonged periods of heavy rainfall resulted in high velocity water flow which produced extensive flooding in Blue Ridge, Georgia. Upon the flood water receding, 444.4 CY of woody/vegetative debris consisting of downed trees, vegetation, and branches blocked roads filling ditches throughout the city causing impassable roads also blocking drainage ditches that are maintained by the City of Blue Ridge. Current Version:				
SCOPE OF WORK: PA-04-GA-4259-PW-00014(0): WORK COMPLETED: ALTERNATIVE PROCEDURES PILOT PROGRAM: Accelerated Debris Removal (85% Federal Share): sub grantee has chosen to participate in the Accelerated Debris Removal Alternative Procedure (PAAP). This covers debris removal activities from day 0-30 (12/22/2015 through 1/21/2016) after the start of the incident period reimbursable at the authorized 85% Federal Share. Beginning on December 29, 2016 and ending on January 21, 2016, the applicant utilized Lee Arrendale State Prison inmate labor and Force Account Equipment to gather debris from the City Right of Way and deliver it to the Blue Ridge Road Department Yard located at 188 Josh Hall Rd Blue Ridge, GA, GPS (34.87228 -84.31788). The debris pile accumulated to (40 FT L x 50 FT W x 6 FT D =12,000 SF /27 =444.4 CY). One Fourth (111.1 CY) of the debris pile will be included in this project worksheet. The Applicant within the period (0-30) days 12/22/15 through 1/21/2016, utilized Force Account Equipment of 58 hours for \$1,553.82 and				

Contracted Prison Labor of 29 hours for \$550.71 for a total cost of \$2,104.53

**GENERAL NOTES:**

Two more applications (BLUE02A and BLUE04A) will be created to capture the work in 31-90 day and 91-180 day periods.

**FINAL DISPOSITION** - The applicant intends to chip all debris which will be captured in application BLUE04A which then will be made available to local residents.

Attached in the Contract Summary Record information are the 4 daily activity Logs from the Prison Supervisor.

Attached is the Contractual Agreement between the Applicant and Lee Arrendale State Prison.

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**PROJECT NOTES:**

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Current Version:

Does the Scope of Work change the pre-disaster conditions at the site? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Special Considerations included? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Hazard Mitigation proposal included? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Is there insurance coverage on this facility? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
PROJECT COST					
ITEM	CODE	NARRATIVE	QUANTITY/UNIT	UNIT PRICE	COST
		*** Version 0 ***			
		Work Completed			
1	9221	PAAP Accelerated Debris Removal 0-30 days – 85% Federal Share	1/LS	\$ 0.00	\$ 0.00
2	9008	Equipment	1/LS	\$ 1,553.82	\$ 1,553.82
3	9231	Contract - Debris Removal	1/LS	\$ 550.71	\$ 550.71
		Direct Subgrantee Admin Cost			
4	9901	Direct Administrative Costs (Subgrantee)	1/LS	\$ 133.70	\$ 133.70
				<b>TOTAL COST</b>	<b>\$ 2,238.23</b>
PREPARED BY James Thacker			TITLE Project Specialist	SIGNATURE	
APPLICANT REP. Alicia Stewart			TITLE Finance Director	SIGNATURE <i>Alicia Stewart</i>	

**EXHIBIT G**  
**Certification of Program Cost Share**

This certification is pursuant to the State Financial Assistance Policy for Local Governments Declared Eligible for Federal Disaster Assistance Programs. This policy can be obtained from the Georgia Emergency Management Agency.

1. The prospective subgrantee certifies, by submission of this proposal, that it will provide its local match based on the local contribution rates indicated in this exhibit on all expenditures incurred on any projects funded as a result of this agreement.
2. Failure to provide match at or greater than the rates specified will result in non-payment for the full amount of the expenditure for which reimbursement is requested and deobligation of the federal share.

**FEMA-DR-4259-DR-GA Severe Storms and Flooding**

**PAS259006 Blue Ridge, City of**

**BUNDLE #: 016**

<u>PW #</u>	<u>VRS</u>	<u>Bundle Amount</u>	<u>Federal Funds</u>	<u>State Cost Share</u>	<u>Local Cost Share</u>
PW-00016	0	Debris Removal PAAP 31-90 Days			
		5,587.89	4,470.31 (80.0%)	447.03 (8.0%)	670.55 (12.0%)
		<u>Grand Total</u>	<u>Federal Total</u>	<u>State Total</u>	<u>Local Total</u>
		5,587.89	4,470.31	447.03	670.55

Report Generated on:	05/09/2016 15:39
Data Captured As Of:	05/09/2016 15:39
Disaster Number:	4259
Bundle:	PA-04-GA-4259-PW-00016

Capture Date: 05/09/2016 15:39

Federal Emergency Management Agency  
Project Application Grant Report (P.2)  
Disaster: FEMA-4259-DR-GA

Number of Records: 1

Applicant ID: 111-08928-00 Bundle #: PA-04-GA-4259-PW-00016(3)	Applicant: BLUE RIDGE
PW #	PA-04-GA-4259-PW-00016(0)
Category	A
Cost Share	N
Projected Completion Date	08-26-2016
Approved PW Amount (\$)	5,587.89

Facility Number: 1

Facility Name: City Wide Debris Removal

Location: 480 West First Street Blue Ridge GA 30513  
GPS 34.866516, -84.326043

Applicant's Office

Scope of Work: WORK COMPLETED:

Accelerated Debris Removal (80% Federal Share): Sub grantee has chosen to participate in the Accelerated Debris Removal Alternative Procedure (PAAF). This covers debris removal activities from days 31-90 (1/22/16 through 3/21/16) after the start of the incident period (12/22/15) at the authorized 80% Federal Share.

Beginning on January 25, 2016 and ending on March 02, 2016 the Applicant utilized Contractual Lee Arrendale State Prison inmate labor and Force Account Equipment to gather debris from the City Right of Way and deliver it to the debris pile at the Blue Ridge Road Department Yard located at 188 Josh Hall Rd Blue Ridge, GA, GPS (34.87228 -84.31788).

The debris pile accumulated to (40 FT L x 50 FT W x 6 FT D =12,000 SF /27 =444.4 CY). Three Fourths (333.3 CY) of the debris pile will be included in this project worksheet.

The Applicant for the second period of 31-90 days, utilized Force Account Equipment for 154 hours totaling \$4,125.66 and Contracted Prison Labor for 77 hours totaling \$1,462.23.

Total Project Cost \$5,587.89.

GENERAL NOTES:

Two more applications (BLUE01A and BLUE04A) capture the work in in 0-30 day and 91-180 day periods.

FINAL DISPOSITION - The applicant intends to chip all debris which will be captured in application BLUE04A which then will be made available to local residents.

Attached in the Contract Summary Record information are the 15 daily activity Logs from the Prison Supervisor.

Attached is the Contractual Agreement between the Applicant and Lee Arrendale State Prison.

Attached is the Force Account Equipment Sheets for the Passenger Van and 7 x 16 trailer that the Applicant owns and allows the Prison to use for daily transportation.

The Hourly rate for work done by Contractual Lee Arrendale State Prison inmate labor is calculated as follows: The yearly contracted rate of \$39,500.00 divided by (52 weeks at a 40 hour work week =) 2,080 hours equals \$18.99 per hour. The contracted Prison Labor of 77 hours x \$18.99 = \$1,462.23.

9903 DIRECT ADMINISTRATIVE COSTS: The Sub-grantee is not requesting Direct Administrative Costs that are directly chargeable to this specific project. Associated eligible work is related to administration of this PA project only and in accordance with 44 CFR 13.22. These costs are treated consistently and uniformly as direct costs in all Federal awards and other Sub-grantee activities and are not included in any approved indirect cost rates.

MITIGATION: No Mitigation Opportunities have been identified. This project worksheet is for emergency work only; therefore mitigation is not eligible.

RECORD RETENTION: Complete records and cost documents for all approved work must be maintained for at least three (3) years from the date the last project was completed or from the date final payment was received, whichever is later. Applicant is responsible for retention of all documents associated with this project.

PERMITS: The PA Project Specialist has advised the Applicant that it is their responsibility to obtain all applicable local, state and federal permits prior to any construction or debris disposal activity referenced on this project. Applicant has also been advised that the lack of obtaining and maintaining these documents may jeopardize funding.

INSURANCE: The applicant is aware that all projects are subject to an insurance review as stated in 44 CFR Sections 206.252 and 206.253 if applicable an insurance determination will be made either as anticipated proceeds or actual proceeds in accordance with the applicant's insurance policy that may affect the total amount of the project.

PROCUREMENT: The Applicant has been advised by FEMA PAC and/or Project Specialist that in the seeking of proposals and letting of contracts for eligible work, the Applicant must comply with its Local, State and/or Federal procurement laws, regulations, and procedures.

The federal regulations at 2 C.F.R. §§ 200.317 to 326 set forth various procurement standards that a non-Federal entity must follow when using FEMA Public Assistance funding to finance procurements of property and services to perform the scope of work under a Public Assistance award. As detailed in those regulations, a state must use the same policies and procedures that it uses for procurements from its non-Federal funds. 2 C.F.R. § 200.317. A state must also comply with 2 C.F.R. § 200.322 (Procurement of Recovered Materials), must ensure that every purchase order or other contract included any clauses required by 2 C.F.R. § 200.326 (Contract Provisions), and must follow all applicable federal laws, executive orders, and implementing regulations. All other non-Federal entities, including non-state subrecipients of a state, must follow the regulations at 2 C.F.R. § 200.318 (General Procurement Standards) through 2 C.F.R. § 200.326 (Contract Provisions). A non-Federal entity, however, may continue to apply with the former procurement standards applicable to FEMA awards formerly located at 44 C.F.R. Part 13 (for states, local, and Indian tribal governments) or 2 C.F.R. Part 215 (for institutions of higher education, hospitals, and other nonprofit organizations) until the completion of one additional fiscal year after December 28, 2014. 2 C.F.R. § 200.110(a). This is an elective grace period and, if a non-Federal entity chooses to use the previous procurement standards before adopting the procurement standards in 2 C.F.R. pt. 200, must document this decision in its internal procurement policies.

ENVIRONMENTAL AND HISTORIC: Any change to the approved scope of work will require re-evaluation by the Environmental and Historic Preservation section for compliance with environmental and historic preservation considerations under the National Environmental Policy

Capture Date: 05/09/2016 15:39

Federal Emergency Management Agency  
 Project Application Grant Report (P.2)  
 Disaster: FEMA-4259-DR-GA

Number of Records: 1

Act. Non-compliance with this requirement may jeopardize the receipt of federal funding.

- o Floodplains and Wetlands: Any modifications or construction in a floodplain or wetland must be reviewed by FEMA and may require a public notice.
- o Threatened and Endangered Species: The Applicant and FEMA may be required to complete consultation with the U.S. Fish and Wildlife Service and the Alabama Department of Conservation and Natural Resources (ALDCNR) for projects that have the potential to affect critical habitat, which may be located in or near water, forested areas, fields, or along the road edge, endangered or threatened species within a county (listed on USFWS and ALDCNR websites).

Historic and Archaeological Resources: FEMA may be required to complete consultation with the State Historic Preservation Office and tribes prior to starting work on certain projects including, but not limited to: repair or demolition of buildings or structures (including bridges) 45 years old or older, ground disturbing activities including projects in farmland, forests, and other undisturbed areas, as well as undisturbed ground within built-up areas, and use of borrow pits.

SMALL PROJECTS: For small projects FEMA pays based on the actual or estimated cost in order to expedite the funds (Digest Page 121.), FEMA does not perform final inspections on small projects; however, the state must certify compliance. The applicant does have the ability to request a small project netting (appeal) if/when significant net small over-runs occur. This process will involve a review of all documentation for all small projects and an adjustment will be made for the total actual eligible dollars spent (over-run/under-run). A final Project Worksheet will then be required in EMMIE to capture all the eligible PA costs for the small projects.

SMALL PROJECT CHANGE REQUEST: Change requests to small project worksheets will not be approved unless there is a change in the approved scope of work. This change must be approved prior to the construction. If after completion of all small projects the applicant incurs a significant net small project overrun, the applicant must file an appeal within 60 day of completion of the applicant's last small project. All requests must be submitted through the grantee.

1 PW	PWs (\$)	Subgrantee Admin Exp. (\$)	Total (\$)
Amount Eligible (\$)	5,587.89	0.00	5,587.89
Federal Share (\$)	4,470.31	0.00	4,470.31

PA-04-GA-4259-PW-00016(0) <u>P</u>	
Applicant Name: BLUE RIDGE	Application Title: BLUE02A - PAAP Debris Removal 31-90 days
Period of Performance Start: 02-26-2016	Period of Performance End: 08-26-2016

Bundle Reference # (Amendment #) PA-04-GA-4259-PW-00016(3)	Date Awarded 05-05-2016
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**Subgrant Application - FEMA Form 90-91**

Note: The Effective Cost Share for this application is 80%

FEDERAL EMERGENCY MANAGEMENT AGENCY  
**PROJECT WORKSHEET**

DISASTER FEMA 4259 - DR -GA	PROJECT NO. BLUE02A	PA ID NO. 111-08928-00	DATE 04-22-2016	CATEGORY A
APPLICANT: BLUE RIDGE		WORK COMPLETE AS OF: 04-12-2016 : 100 %		
Site 1 of 1				
DAMAGED FACILITY: City Wide Debris Removal		COUNTY: Fannin		
LOCATION: PA-04-GA-4259-PW-00016(0): 480 West First Street Blue Ridge GA 30513 GPS 34.866516, -84.326043 Applicant's Office Current Version:		LATITUDE: 34.866516	LONGITUDE: -84.326043	
DAMAGE DESCRIPTION AND DIMENSIONS: PA-04-GA-4259-PW-00016(0): During the incident period of December 22nd, 2015 through January 13th, 2016, severe storms and prolonged periods of heavy rainfall resulted in high velocity water flow which produced extensive flooding in Blue Ridge, Georgia. Upon the flood water receding, 444.4 CY of woody/vegetative debris consisting of downed trees, vegetation, and branches blocked roads filling ditches throughout the city causing impassable roads also blocking drainage ditches that are maintained by the City of Blue Ridge. Current Version:				
SCOPE OF WORK: PA-04-GA-4259-PW-00016(0): WORK COMPLETED: Accelerated Debris Removal (80% Federal Share): Sub grantee has chosen to participate in the Accelerated Debris Removal Alternative Procedure (PAAP). This covers debris removal activities from days 31-90 (1/22/16 through 3/21/16) after the start of the incident period (12/22/15) at the authorized 80% Federal Share. Beginning on January 25, 2016 and ending on March 02, 2016 the Applicant utilized Contractual Lee Arrendale State Prison inmate labor and Force Account Equipment to gather debris from the City Right of Way and deliver it to the debris pile at the Blue Ridge Road Department Yard located at 188 Josh Hall Rd Blue Ridge, GA, GPS (34.87228 -84.31788). The debris pile accumulated to (40 FT L x 50 FT W x 6 FT D =12,000 SF /27 =444.4 CY). Three Fourths (333.3 CY) of the debris pile will be included in this project worksheet. The Applicant for the second period of 31-90 days, utilized Force Account Equipment for 154 hours totaling \$4,125.66 and Contracted Prison Labor for 77 hours totaling \$1,462.23.				

Total Project Cost \$5,587.89.

**GENERAL NOTES:**

Two more applications (BLUE01A and BLUE04A) capture the work in in 0-30 day and 91-180 day periods.

**FINAL DISPOSITION** - The applicant intends to chip all debris which will be captured in application BLUE04A which then will be made available to local residents.

Attached in the Contract Summary Record information are the 15 daily activity Logs from the Prison Supervisor.

Attached is the Contractual Agreement between the Applicant and Lee Arrendale State Prison.

Attached is the Force Account Equipment Sheets for the Passenger Van and 7 x 16 trailer that the Applicant owns and allows the Prison to use for daily transportation.

The Hourly rate for work done by Contractual Lee Arrendale State Prison inmate labor is calculated as follows: The yearly contracted rate of \$39,500.00 divided by (52 weeks at a 40 hour work week =) 2,080 hours equals \$18.99 per hour. The contracted Prison Labor of 77 hours x \$18.99 = \$1,462.23.

**9903 DIRECT ADMINISTRATIVE COSTS:** The Sub-grantee is not requesting Direct Administrative Costs that are directly chargeable to this specific project. Associated eligible work is related to administration of this PA project only and in accordance with 44 CFR 13.22. These costs are treated consistently and uniformly as direct costs in all Federal awards and other Sub-grantee activities and are not included in any approved indirect cost rates.

**MITIGATION:** No Mitigation Opportunities have been identified. This project worksheet is for emergency work only; therefore mitigation is not eligible.

**RECORD RETENTION:** Complete records and cost documents for all approved work must be maintained for at least three (3) years from the date the last project was completed or from the date final payment was received, whichever is later. Applicant is responsible for retention of all documents associated with this project.

**PERMITS:** The PA Project Specialist has advised the Applicant that it is their responsibility to obtain all applicable local, state and federal permits prior to any construction or debris disposal activity referenced on this project. Applicant has also been advised that the lack of obtaining and maintaining these documents may jeopardize funding.

**INSURANCE:** The applicant is aware that all projects are subject to an insurance review as stated in 44 CFR Sections 206.252 and 206.253 if applicable an insurance determination will be made either as anticipated proceeds or actual proceeds in accordance with the applicant's insurance policy that may affect the total amount of the project.

**PROCUREMENT:** The Applicant has been advised by FEMA PAC and/or Project Specialist that in the seeking of proposals and letting of contracts for eligible work, the Applicant must comply with its Local, State and/or Federal procurement laws, regulations, and procedures.

The federal regulations at 2 C.F.R. §§ 200.317 to 326 set forth various procurement standards that a non-Federal entity must follow when using FEMA Public Assistance funding to finance procurements of property and services to perform the scope of work under a Public Assistance award. As detailed in those regulations, a state must use the same policies and procedures that it uses for procurements from its non-Federal funds. 2 C.F.R. § 200.317. A state must also comply with 2 C.F.R. § 200.322 (Procurement of Recovered Materials), must ensure that every purchase order or other contract included any clauses required by 2 C.F.R. § 200.326 (Contract Provisions), and must follow all applicable federal laws, executive orders, and implementing regulations. All other non-Federal entities, including non-state subrecipients of a state, must follow the regulations at 2 C.F.R. § 200.318 (General Procurement Standards) through 2 C.F.R. § 200.326 (Contract Provisions). A non-Federal entity, however, may continue to apply with the former procurement standards applicable to FEMA awards formerly located at 44 C.F.R. Part 13 (for states, local, and Indian tribal governments) or 2 C.F.R. Part 215 (for institutions of higher education, hospitals, and other nonprofit organizations) until the completion of one additional fiscal year after December 26, 2014. 2 C.F.R. § 200.110(a). This is an elective grace period and, if a non-Federal entity chooses to use the previous procurement standards before adopting the procurement standards in 2 C.F.R. pt. 200, must document this decision in its internal procurement policies.

**ENVIRONMENTAL AND HISTORIC:** Any change to the approved scope of work will require re-evaluation by the Environmental and Historic Preservation section for compliance with environmental and historic preservation considerations under the National Environmental Policy Act. Non-compliance with this requirement may jeopardize the receipt of federal funding.

o **Floodplains and Wetlands:** Any modifications or construction in a floodplain or wetland must be reviewed by FEMA and may require a public notice.

o **Threatened and Endangered Species:** The Applicant and FEMA may be required to complete consultation with the U.S. Fish and Wildlife Service and the Alabama Department of Conservation and Natural Resources (ALDCNR) for projects that have the potential to affect: critical habitat, which may be located in or near water, forested areas, fields, or along the road edge, endangered or threatened species within a county (listed on USFWS and ALDCNR websites).

**Historic and Archaeological Resources:** FEMA may be required to complete consultation with the State Historic Preservation Office and tribes prior to starting work on certain projects including, but not limited to: repair or demolition of buildings or structures (including bridges) 45 years old or older, ground disturbing activities including projects in farmland, forests, and other undisturbed areas, as well as undisturbed ground within built-up areas, and use of borrow pits.

**SMALL PROJECTS:** For small projects FEMA pays based on the actual or estimated cost in order to expedite the funds (Digest Page 121.). FEMA does not perform final inspections on small projects; however, the state must certify compliance. The applicant does have the ability to request a small project netting (appeal) if when significant net small over-runs occur. This process will involve a review of all documentation for all small projects and an adjustment will be made for the total actual eligible dollars spent (over-run/under-run). A final Project Worksheet will then be required in EMMIE to capture all the eligible PA costs for the small projects.

**SMALL PROJECT CHANGE REQUEST:** Change requests to small project worksheets will not be approved unless there is a change in the approved scope of work. This change must be approved prior to the construction. If after completion of all small projects the applicant incurs a significant net small project overrun, the applicant must file an appeal within 60 day of completion of the applicant's last small project. All requests must be submitted through the grantee.

Current Version:

Does the Scope of Work change the pre-disaster conditions at the site? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Special Considerations included? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Hazard Mitigation proposal included? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Is there insurance coverage on this facility? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

**PROJECT COST**

ITEM	CODE	NARRATIVE	QUANTITY/UNIT	UNIT PRICE	COST
		*** Version 0 ***			
		Work Completed			
1	9222	PAAP Accelerated Debris Removal 31-90 days – 80% Federal Share	1/LS	\$ 0.00	\$ 0.00
2	9231	Contract - Debris Removal	1/LS	\$ 1,462.23	\$ 1,462.23
3	9008	Equipment	1/LS	\$ 4,125.66	\$ 4,125.66
		Direct Subgrantee Admin Cost			
4	9903	No Direct Administrative Costs	1/LS	\$ 0.00	\$ 0.00
				<b>TOTAL COST</b>	<b>\$ 5,587.89</b>
PREPARED BY James Thacker			TITLE Project Specialist	SIGNATURE	
APPLICANT REP. Alicia Stewart			TITLE Finance Director	SIGNATURE <i>Alicia Stewart</i>	

**EXHIBIT G**  
**Certification of Program Cost Share**

This certification is pursuant to the State Financial Assistance Policy for Local Governments Declared Eligible for Federal Disaster Assistance Programs. This policy can be obtained from the Georgia Emergency Management Agency.

1. The prospective subgrantee certifies, by submission of this proposal, that it will provide its local match based on the local contribution rates indicated in this exhibit on all expenditures incurred on any projects funded as a result of this agreement.
2. Failure to provide match at or greater than the rates specified will result in non-payment for the full amount of the expenditure for which reimbursement is requested and deobligation of the federal share.

**FEMA-DR-4259-DR-GA Severe Storms and Flooding**

**PAS259006 Blue Ridge, City of**

**BUNDLE #: 019**

<u>PW #</u>	<u>VRS</u>	<u>Bundle Amount</u>	<u>Federal Funds</u>	<u>State Cost Share</u>	<u>Local Cost Share</u>
PW-00019	0	Debris Removal			
		885.84	664.38 (75.0%)	88.58 (10.0%)	132.88 (15.0%)
		<u>Grand Total</u>	<u>Federal Total</u>	<u>State Total</u>	<u>Local Total</u>
		885.84	664.38	88.58	132.88

Report Generated On:	05/05/2016 16:47
Data Captured As Of:	05/05/2016 16:47
Disaster Number:	4259
Bundle:	PA-04-GA-4259-PW-00019
Applicant:	111-08928-00

Capture Date: 05/05/2016 16:47

**Federal Emergency Management Agency  
Project Application Grant Report (P.2)  
Disaster: FEMA-4259-DR-GA**

Number of Records: 1

Applicant ID: 111-08928-00  
Bundle #: PA-04-GA-4259-PW-00019(7)

Applicant: BLUE RIDGE

PW #	Cat	Cost Share	Projected Completion Date	Approved PW Amount (\$)
PA-04-GA-4259-PW-00019(0)	A	N	08-26-2016	885.84

Facility Number: 1  
Facility Name: Citywide Debris Removal

Location: Applicant's Office  
480 West First Street  
Blue Ridge GA 30513

Scope of Work: Work to be completed:

Force Account Labor (Straight-Time): Sub grantee has chosen to participate in the Straight-Time Force Account Labor Alternative Procedure for Debris Removal. As a result, straight-time force account labor, including fringe benefits, will be reimbursed on the PW.

Cost for debris collection was documented in PW # BLUE01A and # BLUE02A. This final project Worksheet represents the cost for debris disposal.

In both projects the applicant utilized Lee Arrendale State Prison inmate labor and City Force Account Equipment to gather debris from the City Right of Ways and deliver it to a stockpile at the Blue Ridge Road Department Yard located at 188 Josh Hall Rd Blue Ridge, GA GPS (34.87228 -84.31788).

The applicant stated that they intend to rent a chipper from a local vendor for two days and use Force Account Labor to operate the machine. The chipped mulch then will be made available to local residents.

The debris pile size is 40 Feet Long x 50 Feet Wide x 6 Feet Deep = 12,000 sf/27 = 444.4CY

**ESTIMATED COSTS:**

Chipper per day \$275.00 x 2 days = \$550.00

Force Account Labor: One employee at \$20.99 per hour including benefits x 16 hours = \$335.84

Total cost of work to be completed \$885.84

Final Disposition: Reduced debris will made available to the public at the Blue

Capture Date: 05/05/2016 16:47

## Federal Emergency Management Agency

## Project Application Grant Report (P.2)

Disaster: FEMA-4259-DR-GA

Number of Records: 1

Ridge Road Department Yard located at 188 Josh Hall Rd Blue Ridge, GA GPS (34.87228 -84.31788)

**PROJECT NOTES:**

**ALTERNATIVE PROCEDURES PILOT PROGRAMS:** Force Account Labor (Straight-Time): Sub grantee has chosen to participate in the Straight-Time Force Account Labor Alternative Procedure for Debris Removal. As a result, straight-time force account labor, including fringe benefits, will be reimbursed on the PW.

**DIRECT ADMINISTRATIVE COSTS:** The Sub-grantee is not requesting Direct Administrative Costs that are directly chargeable to this specific project. Associated eligible work is related to administration of this PA project only and in accordance with 44 CFR 13.22. These costs are treated consistently and uniformly as direct costs in all Federal awards and other Sub-grantee activities and are not included in any approved indirect cost rates.

**MITIGATION:** This project worksheet is for emergency work only; therefore mitigation is not eligible.

**RECORD RETENTION:** Complete records and cost documents for all approved work must be maintained for at least three (3) years from the date the last project was completed or from the date final payment was received, whichever is later. Applicant is responsible for retention of all documents associated with this project.

**PERMITS:** The PA Project Specialist has advised the Applicant that it is their responsibility to obtain all applicable local, state and federal permits prior to any construction or debris disposal activity referenced on this project. Applicant has also been advised that the lack of obtaining and maintaining these documents may jeopardize funding.

**INSURANCE:** The applicant is aware that all projects are subject to an insurance review as stated in 44 CFR Sections 206.252 and 206.253 if applicable an insurance determination will be made either as anticipated proceeds or actual proceeds in accordance with the applicant's insurance policy that may affect the total amount of the project.

**PROCUREMENT:** The Applicant has been advised by FEMA PAC and/or Project Specialist that in the seeking of proposals and letting of contracts for eligible work, the Applicant must comply with its Local, State and/or Federal procurement laws, regulations, and procedures.

The federal regulations at 2 C.F.R. §§ 200.317 to 326 set forth various procurement standards that a non-Federal entity must follow when using FEMA Public Assistance funding to finance procurements of property and services to perform the scope of work under a Public Assistance award. As detailed in those regulations, a state must use the same policies and procedures that it uses for procurements from its non-Federal funds. 2 C.F.R. § 200.317. A state must also comply with 2 C.F.R. § 200.322 (Procurement of Recovered Materials), must ensure that every purchase order or other contract included any clauses required by 2 C.F.R. § 200.326 (Contract Provisions), and must follow all applicable federal laws, executive orders, and implementing regulations. All other non-Federal entities,

Capture Date: 05/05/2016 16:47

Federal Emergency Management Agency

Project Application Grant Report (P.2)

Disaster: FEMA-4259-DR-GA

Number of Records: 1

including non-state subrecipients of a state, must follow the regulations at 2 C.F.R. § 200.318 (General Procurement Standards) through 2 C.F.R. § 200.326 (Contract Provisions). A non-Federal entity, however, may continue to apply with the former procurement standards applicable to FEMA awards formerly located at 44 C.F.R. Part 13 (for states, local, and Indian tribal governments) or 2 C.F.R. Part 215 (for institutions of higher education, hospitals, and other nonprofit organizations) until the completion of one additional fiscal year after December 26, 2014. 2 C.F.R. § 200.110(a). This is an elective grace period and, if a non-Federal entity chooses to use the previous procurement standards before adopting the procurement standards in 2 C.F.R. pt. 200, must document this decision in its internal procurement policies.

**ENVIRONMENTAL AND HISTORIC:** Any change to the approved scope of work will require re-evaluation by the Environmental and Historic Preservation section for compliance with environmental and historic preservation considerations under the National Environmental Policy Act. Non-compliance with this requirement may jeopardize the receipt of federal funding.

o **Floodplains and Wetlands:** Any modifications or construction in a floodplain or wetland must be reviewed by FEMA and may require a public notice.

o **Threatened and Endangered Species:** The Applicant and FEMA may be required to complete consultation with the U.S. Fish and Wildlife Service and the Alabama Department of Conservation and Natural Resources (ALDCNR) for projects that have the potential to affect: critical habitat, which may be located in or near water, forested areas, fields, or along the road edge, endangered or threatened species within a county (listed on USFWS and ALDCNR websites).

**Historic and Archaeological Resources:** FEMA may be required to complete consultation with the State Historic Preservation Office and tribes prior to starting work on certain projects including, but not limited to: repair or demolition of buildings or structures (including bridges) 45 years old or older, ground disturbing activities including projects in farmland, forests, and other undisturbed areas, as well as undisturbed ground within built-up areas, and use of borrow pits.

**SMALL PROJECTS:** For small projects FEMA pays based on the actual or estimated cost in order to expedite the funds (Digest Page 121.), FEMA does not perform final inspections on small projects; however, the state must certify compliance. The applicant does have the ability to request a small project netting (appeal) if/when significant net small over-runs occur. This process will involve a review of all documentation for all small projects and an adjustment will be made for the total actual eligible dollars spent (over-run/under-run). A final Project Worksheet will then be required in EMMIE to capture all the eligible PA costs for the small projects.

**SMALL PROJECT CHANGE REQUEST:** Change requests to small project worksheets will not be approved unless there is a change in the approved scope of work. This change must be approved prior to the construction. If after completion of all small projects the applicant incurs a significant net small project overrun, the applicant must file an appeal within 60 day of completion of the applicant's last small project. All requests must be submitted through the grantee.

**Use of Excess Funds (De-obligation from original PW):** The Sub grantee has provided a final accounting of its expenditures to complete this project. The total

Capture Date: 05/05/2016 16:47

**Federal Emergency Management Agency**

**Project Application Grant Report (P.2)**

**Disaster: FEMA-4259-DR-GA**

Number of Records: 1

funds expended are less than the funding provided in the fixed estimate. In accordance with the alternative procedures, the Sub grantee can use these funds for eligible actions as defined in the Public Assistance Alternative Procedures Pilot Program Guide for Permanent Work. The excess funds are being DE obligated on this project and obligated on a PW using the same Project Number. The Scope of Work associated with the use of these funds is captured in the new PW and will be reviewed for program and EHP compliance.

1 PW	PWs (\$)	Subgrantee Admin Exp. (\$)	Total (\$)
<b>Amount Eligible (\$)</b>	885.84	0.00	885.84
<b>Federal Share (\$)</b>	664.38	0.00	664.38

PA-04-GA-4259-PW-00019(0) P	
Applicant Name: BLUE RIDGE	Application Title: BLUE04A - PAAP Debris Removal 91-180 days
Period of Performance Start: 02-26-2016	Period of Performance End: 08-26-2016

Bundle Reference # (Amendment #) PA-04-GA-4259-PW-00019(7)	Date Awarded 05-05-2016
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**Subgrant Application - FEMA Form 90-91**

Note: The Effective Cost Share for this application is 75%

FEDERAL EMERGENCY MANAGEMENT AGENCY  
**PROJECT WORKSHEET**

DISASTER FEMA 4259 - DR -GA	PROJECT NO. BLUE04A	PA ID NO. 111-08928-00	DATE 04-27-2016	CATEGORY A
APPLICANT: BLUE RIDGE		WORK COMPLETE AS OF: 04-27-2016 : 0 %		
Site 1 of 1				
DAMAGED FACILITY: Citywide Debris Removal		COUNTY: Fannin		
LOCATION: PA-04-GA-4259-PW-00019(0): Applicant's Office 480 West First Street Blue Ridge GA 30513		LATITUDE: 34.866516	LONGITUDE: -84.326043	
Current Version:				
DAMAGE DESCRIPTION AND DIMENSIONS: PA-04-GA-4259-PW-00019(0): During the incident period of December 22nd, 2015 through January 13th, 2016, severe storms and prolonged periods of heavy rainfall resulted in high velocity water flow which produced extensive flooding in Blue Ridge, Georgia.  Upon the flood water receding, 444.4 CY of woody/vegetative debris consisting of downed trees and branches blocking roads and filling ditches throughout the city causing impassable roads and blocked drainage ditches that are maintained by the City of Blue Ridge.  Current Version:				
SCOPE OF WORK: PA-04-GA-4259-PW-00019(0): Work to be completed:  Force Account Labor (Straight-Time): Sub grantee has chosen to participate in the Straight-Time Force Account Labor Alternative Procedure for Debris Removal. As a result, straight-time force account labor, including fringe benefits, will be reimbursed on the PW.  Cost for debris collection was documented in PW # BLUE01A and # BLUE02A. This final project Worksheet represents the cost for debris disposal.  In both projects the applicant utilized Lee Arrendale State Prison inmate labor and City Force Account Equipment to gather debris from the City Right of Ways and deliver it to a stockpile at the Blue Ridge Road Department Yard located at 188 Josh Hall Rd Blue Ridge, GA GPS (34.87228 -84.31788).  The applicant stated that they intend to rent a chipper from a local vendor for two days and use Force Account Labor to operate the machine. The chipped mulch then will be made available to local residents.  The debris pile size is 40 Feet Long x 50 Feet Wide x 6 Feet Deep = 12,000 sf/27 = 444.4CY				

**ESTIMATED COSTS:**

Chipper per day \$275.00 x 2 days = \$550.00

Force Account Labor: One employee at \$20.99 per hour including benefits x 16 hours = \$335.84

Total cost of work to be completed \$885.84

Final Disposition: Reduced debris will made available to the public at the Blue Ridge Road Department Yard located at 188 Josh Hall Rd Blue Ridge, GA GPS (34.87228 -84.31788)

**PROJECT NOTES:**

**ALTERNATIVE PROCEDURES PILOT PROGRAMS:** Force Account Labor (Straight-Time): Sub grantee has chosen to participate in the Straight-Time Force Account Labor Alternative Procedure for Debris Removal. As a result, straight-time force account labor, including fringe benefits, will be reimbursed on the PW.

**DIRECT ADMINISTRATIVE COSTS:** The Sub-grantee is not requesting Direct Administrative Costs that are directly chargeable to this specific project. Associated eligible work is related to administration of this PA project only and in accordance with 44 CFR 13.22. These costs are treated consistently and uniformly as direct costs in all Federal awards and other Sub-grantee activities and are not included in any approved indirect cost rates.

**MITIGATION:** This project worksheet is for emergency work only; therefore mitigation is not eligible.

**RECORD RETENTION:** Complete records and cost documents for all approved work must be maintained for at least three (3) years from the date the last project was completed or from the date final payment was received, whichever is later. Applicant is responsible for retention of all documents associated with this project.

**PERMITS:** The PA Project Specialist has advised the Applicant that it is their responsibility to obtain all applicable local, state and federal permits prior to any construction or debris disposal activity referenced on this project. Applicant has also been advised that the lack of obtaining and maintaining these documents may jeopardize funding.

**INSURANCE:** The applicant is aware that all projects are subject to an insurance review as stated in 44 CFR Sections 206.252 and 206.253 if applicable an insurance determination will be made either as anticipated proceeds or actual proceeds in accordance with the applicant's insurance policy that may affect the total amount of the project.

**PROCUREMENT:** The Applicant has been advised by FEMA PAC and/or Project Specialist that in the seeking of proposals and letting of contracts for eligible work, the Applicant must comply with its Local, State and/or Federal procurement laws, regulations, and procedures.

The federal regulations at 2 C.F.R. §§ 200.317 to 326 set forth various procurement standards that a non-Federal entity must follow when using FEMA Public Assistance funding to finance procurements of property and services to perform the scope of work under a Public Assistance award. As detailed in those regulations, a state must use the same policies and procedures that it uses for procurements from its non-Federal funds. 2 C.F.R. § 200.317. A state must also comply with 2 C.F.R. § 200.322 (Procurement of Recovered Materials), must ensure that every purchase order or other contract included any clauses required by 2 C.F.R. § 200.326 (Contract Provisions), and must follow all applicable federal laws, executive orders, and implementing regulations. All other non-Federal entities, including non-state subrecipients of a state, must follow the regulations at 2 C.F.R. § 200.318 (General Procurement Standards) through 2 C.F.R. § 200.326 (Contract Provisions). A non-Federal entity, however, may continue to apply with the former procurement standards applicable to FEMA awards formerly located at 44 C.F.R. Part 13 (for states, local, and Indian tribal governments) or 2 C.F.R. Part 215 (for institutions of higher education, hospitals, and other nonprofit organizations) until the completion of one additional fiscal year after December 26, 2014. 2 C.F.R. § 200.110(a). This is an elective grace period and, if a non-Federal entity chooses to use the previous procurement standards before adopting the procurement standards in 2 C.F.R. pt. 200, must document this decision in its internal procurement policies.

**ENVIRONMENTAL AND HISTORIC:** Any change to the approved scope of work will require re-evaluation by the Environmental and Historic Preservation section for compliance with environmental and historic preservation considerations under the National Environmental Policy Act. Non-compliance with this requirement may jeopardize the receipt of federal funding.

o **Floodplains and Wetlands:** Any modifications or construction in a floodplain or wetland must be reviewed by FEMA and may require a public notice.

o **Threatened and Endangered Species:** The Applicant and FEMA may be required to complete consultation with the U.S. Fish and Wildlife Service and the Alabama Department of Conservation and Natural Resources (ALDCNR) for projects that have the potential to affect: critical habitat, which may be located in or near water, forested areas, fields, or along the road edge, endangered or threatened species within a county (listed on USFWS and ALDCNR websites).

**Historic and Archaeological Resources:** FEMA may be required to complete consultation with the State Historic Preservation Office and tribes prior to starting work on certain projects including, but not limited to: repair or demolition of buildings or structures (including bridges) 45 years old or older, ground disturbing activities including projects in farmland, forests, and other undisturbed areas, as well as undisturbed ground within built-up areas, and use of borrow pits.

**SMALL PROJECTS:** For small projects FEMA pays based on the actual or estimated cost in order to expedite the funds (Digest Page 121.). FEMA does not perform final inspections on small projects; however, the state must certify compliance. The applicant does have the ability to request a small project netting (appeal) if/when significant net small over-runs occur. This process will involve a review of all documentation for all small projects and an adjustment will be made for the total actual eligible dollars spent (over-run/under-run). A final Project Worksheet will then be required in EMMIE to capture all the eligible PA costs for the small projects.

**SMALL PROJECT CHANGE REQUEST:** Change requests to small project worksheets will not be approved unless there is a change in the approved scope of work. This change must be approved prior to the construction. If after completion of all small projects the applicant incurs a

significant net small project overrun, the applicant must file an appeal within 60 day of completion of the applicant's last small project. All requests must be submitted through the grantee.

Use of Excess Funds (De-obligation from original PW): The Sub grantee has provided a final accounting of its expenditures to complete this project. The total funds expended are less than the funding provided in the fixed estimate. In accordance with the alternative procedures, the Sub grantee can use these funds for eligible actions as defined in the Public Assistance Alternative Procedures Pilot Program Guide for Permanent Work. The excess funds are being DE obligated on this project and obligated on a PW using the same Project Number. The Scope of Work associated with the use of these funds is captured in the new PW and will be reviewed for program and EHP compliance.

Current Version:

Does the Scope of Work change the pre-disaster conditions at the site? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Special Considerations included? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Hazard Mitigation proposal included? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Is there insurance coverage on this facility? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

**PROJECT COST**

ITEM	CODE	NARRATIVE	QUANTITY/UNIT	UNIT PRICE	COST
		*** Version 0 ***			
		Work To Be Completed			
1	9223	PAAP Accelerated Debris Removal 91-180 days -- 75% Federal Share	1/LS	\$ 0.00	\$ 0.00
2	9004	Rented Equipment	1/LS	\$ 550.00	\$ 550.00
3	9226	Force Account Labor (Straight Time) - Debris Removal	1/LS	\$ 335.84	\$ 335.84
		Direct Subgrantee Admin Cost			
4	9903	No Direct Administrative Costs	1/LS	\$ 0.00	\$ 0.00
				<b>TOTAL COST</b>	<b>\$ 885.84</b>
PREPARED BY James Thacker			TITLE Project Specialist	SIGNATURE	
APPLICANT REP. Alicia Stewart			TITLE Finance Director	SIGNATURE <i>Alicia Stewart</i>	

Exhibit H

Federal Funding Accountability and Transparency Act Certification

In order to remain in compliance with The Federal Funding Accountability and Transparency Act of 2006 (FFATA) reporting, please complete Items 1 through 7 (and Items 8, 9 and 10 if applicable), sign and certify by an authorized agent.

Sub-recipient award Number: -  
Sub-recipient Name: City of Blue Ridge  
CFDA Program Number and Program Title: 97.036  
Sub-award Project Description:

1. Sub-recipient DUNS Number 168752608
2. Sub-recipient Name Dana Whitner
3. Sub-recipient DBA Name City of Blue Ridge
4. Sub-recipient Address 480 West First Street Blue Ridge GA 30513
5. If DBA, Sub-recipient Parent DUNS Number \_\_\_\_\_
6. Sub-award Principle Place of Project Performance \_\_\_\_\_
7. In the preceding fiscal year, did the sub-recipient receive 80% of its annual gross revenues from the Federal government? Yes \_\_\_\_\_ No   
If Yes, continue to question 8. If No, STOP and certify. The questionnaire is complete.
8. In the preceding fiscal year, were the sub-recipient's annual gross revenues from the Federal government more than \$25 million annual? Yes \_\_\_\_\_ No \_\_\_\_\_  
If Yes, continue to question 9. If No, STOP and certify. The questionnaire is complete.
9. Does the public have access to the names and total compensation of the sub-recipient's five most highly compensated officers through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986? Yes \_\_\_\_\_ No \_\_\_\_\_  
If No, continue to question 10. If Yes, STOP and certify. The questionnaire is complete.
10. Please list the names and compensation of the sub-recipient's five most highly compensated officers only if question 9 was applicable and answered NO.

1. \_\_\_\_\_ \$ \_\_\_\_\_

2. \_\_\_\_\_ \$ \_\_\_\_\_

3. \_\_\_\_\_ \$ \_\_\_\_\_

4. \_\_\_\_\_ \$ \_\_\_\_\_

5. \_\_\_\_\_ \$ \_\_\_\_\_

I certify that to the best of my knowledge all of the information on this form is complete and accurate.

Authorized Signature: *[Signature]* Date: 6-18-16

**This section is for use by the Georgia Emergency Management Agency Only.**

Sub-recipient Obligation/Agency Name: \_\_\_\_\_

In accordance with The Federal Funding Accountability and Transparency Act of 2006 (FFATA), this document has been processed in the FFATA Sub-award Reporting System (FSRS) by the undersigned:

Signature \_\_\_\_\_ Date: \_\_\_\_\_

Sub-recipient Obligation/Action Date: \_\_\_\_\_

**EXHIBIT I**  
**Georgia Emergency Management Homeland Security Agency**  
**Project Worksheet Quarterly Report Form**

This form is required to be submitted on a quarterly basis for each open large Project Worksheet (PW). If you have any questions, please contact your Grants Specialist (GS) in the Public Assistance and Recovery Division. This form can be scanned, emailed and or faxed to your GS. Failure to send in the report by the due date can result in loss of funding for projects.

**Identify the performance period for this report:** (a separate form is required for each Quarterly Report)

- April 1 to June 30 (report due to GEMHSA by July 15)
- July 1 to September 30 (report due to GEMHSA by October 15)
- October 1 to December 31 (report due to GEMHSA by January 15)
- January 1 to March 31 (report due to GEMHSA by April 15)

Applicant Name:		Telephone Number:
Grants Specialist:		Fax Number:
Disaster Number:	Project Worksheet Number and Category (A-G):	Date:
DR-4259		

**Key dates and activities accomplished this quarterly report period;**(what major tasks were completed?)

--

**Expected delays or identified problems;**(Identify if there is a change the scope of work outlined in the PW, weather issues, etc. Include as much detail as possible with back up documentation. Include any information about circumstances that could delay the estimated project completion date or result in an unexpected cost overrun.) If there is a need for a time extension, the applicant must send in a separate request with details.

Total Funds awarded for the project to date:	\$ -
Total funds expended to date:	\$ -
Total Administrative Funds expended to date:	\$ -
Estimated additional funds required to complete project:	\$ -
Do you plan on exceeding the approved Project Worksheet amount? (* See Note 1)	<input type="checkbox"/> Yes <input type="checkbox"/> No
If Yes, give estimated \$\$ amount:	\$ -
Will you be requesting reimbursement for your cost overrun?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Will the project be completed as written in the Scope of Work? If No, a request to change	<input type="checkbox"/> Yes <input type="checkbox"/> No
What percentage complete is the project to date?	%
Total amount of advanced funds this quarter:	\$ -
Are all advanced funds liquidated? (If not completely liquidated, please explain above):	<input type="checkbox"/> Yes <input type="checkbox"/> No
What is the expected completion date of project:	

\* Note 1: The subrecipient will submit projected cost overruns, with complete justification, to the GS for approval immediately upon realizing the expected overrun. If approved, the GS will subsequently submit projected cost overruns of the approved grant amount.

williams tire blue ridge	235/55r17 firehawk pursuit	105.38 3sets	1,264.56
	245/55r18 firehawk pursuit	123.43 5 sets	2,468.06
	245/75r17 goodyear duratrac	173.36 7 sets	4,854.08
	235/85r16 goodyear duratrac	131.3 4 sets	2,100.08
	.25 wheel weights	4.3 2 boxes	8.06
	.50 wheel weights	6.2 2 boxes	12.04
		total	10,706.88

sutton tire	235/55r17 firestone firehawk gtz pursuit	105.25	quantity	3 sets	1,263.00
	245/55r18 firestone firehawk gtz pursuit	123.33	quantity	5 sets	2,466.60
	235/85r16 goodyear wrangler duratrac	131	quantity	4 sets	2,096.00
	245/75r17 goodyear wrangler duratrac	173.36	quantity	7 sets	4,854.08
	.25 box wheel weights	4.67	quantity	2 boxes	9.03
	.50 box wheel weights	6.34	quantity	2 boxes	12.68
			ga tire mgt fee		80.00
			total		10,781.39

## QUOTES FOR CALIBRATION OF EQUIPMENT AT THE BLUE RIDGE WATER PLANT

---

The Georgia E.P.D. requires that all water testing equipment such as Turbidimeters, Chlorine Analyzers, Streaming Current Monitors, and all bench top testing machines be calibrated once every three months.

E.P.D. also requires that all Flow meters and Particle counters be calibrated once per year.

These calibrations are to be completed by certified personal.

Attached is the quote given by Aqua Summit to complete all calibrations required.

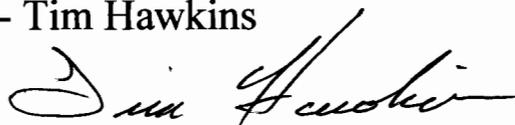
The cost are =                      \$750.00 + parts every three months  
   \$1,735.00 + parts once per year

\$6,000.00 yearly average

If approved the first calibration cycle will begin October 2016.

Since it is required by E.P.D. and this will keep our equipment in good working order I think this would be a good investment.

Submitted by - Tim Hawkins



April 27 2016



# QUOTE

#QOT-384

03/24/2016

**Expires on 04/23/2016  
At 30 days**

## AquaSummit

1000 Peachtree Industrial Blvd.

Suite 6-176

Suwanee GA 30024

Email : alonzo@aquasummit.com

Phone : 404-414-1636 / 678-595-9516

Fax : 678.609.4683

Website : <http://www.aquasummit.com/>

### Billing address

Tim Borrow

#### **Blueridge WTP**

425 Water Plant Rd

Blueridge GA 30513

### Shipping address

#### **Blueridge WTP**

425 Water Plant Rd

Blueridge GA 30513

Item name & description	Qty.	Unit price	Amount
<b>PC34-CAL On-site Calibration of PC3400</b> Once a year; Particle Counter Calibration to comply with ASTM-F658 standard including: Optical Alignment Laser Voltage and/or Current Adjustment Zero Count Verification 2, 3, and 15 micron mono-dispersed micro-sphere standards	4	\$315.00 /piece	\$1,260.00
<b>FLOWMETER-CAL Flow Meter Calibration</b> Once a year; Four Flow Meters	1	\$475.00 /piece	\$475.00
<b>Subtotal</b>			<b>\$1,735.00</b>
<b>Total</b>			<b>\$1,735.00</b>

### Payment Information

This work is performed once a year. Repairs and parts will be charged separately.



**AQUASUMMIT**  
SOLUTIONS FOR WATER  
& WASTEWATER

# QUOTE

#QOT-383

03/24/2016

**Expires on 04/23/2016**

**At 30 days**

## AquaSummit

1000 Peachtree Industrial Blvd.

Suite 6-176

Suwanee GA 30024

Email : [alonzo@aquasummit.com](mailto:alonzo@aquasummit.com)

Phone : 404-414-1636 / 678-595-9516

Fax : 678.609.4683

Website : <http://www.aquasummit.com/>

### Billing address

Tim Borrow

**Blueridge WTP**

425 Water Plant Rd

Blueridge GA 30513

### Shipping address

**Blueridge WTP**

425 Water Plant Rd

Blueridge GA 30513

Item name & description	Qty.	Unit price	Amount
<b>CAL/SERV Annual/Quarterly Calibration/Service of Lab &amp; Process Instruments</b>	1	\$750.00 /piece	\$750.00

Calibration/Service of Lab & Process Instruments including:

1. Lab & Process Turbidimeters
2. Lab & Process Chlorine Analyzers
3. Lab & Process pH Meters
4. Streaming current monitor

**Subtotal** **\$750.00**

**Total** **\$750.00**

### Payment Information

NTU standards, lamps, tubing kits, chlorine standards, parts and repairs will be charged separately.



# JARRARD & DAVIS, LLP

KEN E. JARRARD\*  
ANGELA E. DAVIS  
CHRISTOPHER J. HAMILTON  
MEGAN N. MARTIN

PAUL B. FRICKEY  
KENNETH P. ROBIN  
SARAH VANVOLKENBURGH†  
G. AARON MEYER

**Limited Liability Partnership**  
105 Pilgrim Village Drive, Suite 200  
Cumming, Georgia 30040  
TELEPHONE: 678.455.7150  
FACSIMILE: 678.455.7149

[GSANTINI@JARRARD-DAVIS.COM](mailto:GSANTINI@JARRARD-DAVIS.COM)

\* Also Admitted in Tennessee  
† Also Admitted in Illinois and California  
◊ Also Admitted in Wisconsin

JESSE A. VAN SANT  
JEFFREY J. COSTOLNICK  
MOLLY N. ESSWEIN  
SAM P. VANVOLKENBURGH ◊  
JEFFREY M. STRICKLAND

OF COUNSEL:  
LARRY W. RAMSEY, JR.  
ELIZABETH M. WHITWORTH

May 19, 2016

**VIA EMAIL**

Ms. Kelsey Ledford, City Clerk  
City of Blue Ridge  
480 West First Street  
Blue Ridge, Georgia 30513

Re: City of Blue Ridge, Georgia Invoice for April 2016

Dear Ms. Ledford:

Please find enclosed our fee statement for services performed in April 2016 in connection with representation for the City of Blue Ridge. The total amount due at this time is \$6,023.60. Please return your payment on or before June 3, 2016.

Again, thank you for the opportunity to be of service. Please do not hesitate to contact me if you have any questions.

Sincerely,

**JARRARD & DAVIS, LLP**

Gregory Santini  
Controller

# JARRARD & DAVIS

A Limited Liability Partnership  
105 Pilgrim Village Drive, Suite 200  
Cumming, GA 30040  
Phone: 678-455-7150

**PAYMENT DUE UPON RECEIPT - THANK YOU!**

## CITY OF BLUE RIDGE - APRIL 2016 INVOICE

<b>Matter</b>	<b>AMOUNT DUE</b>
Investigation	\$6,023.60
<b>TOTAL DUE FOR PROFESSIONAL SERVICES RENDERED</b>	<b>\$6,023.60</b>

# Jarrard & Davis

A Limited Liability Partnership

105 Pilgrim Village Drive, Suite 200  
Cumming, GA 30040  
Phone 678-455-7150  
Facsimile 678-455-7149

City of Blue Ridge  
Attn: Kelsey Ledford, City Clerk  
480 West First Street  
Blue Ridge, GA 30513

Re: Investigation  
Law Firm File # 1690

## FOR PROFESSIONAL SERVICES RENDERED

### SERVICES:

DATE	NAME	DESCRIPTION	HOURS	AMOUNT
4/4/2016	JJC	Receive and review correspondence from Alicia Stewart regarding response to meeting request and request for additional information regarding same.	0.10	20.00
4/6/2016	JJC	Telephone call to Bill Sowers regarding additional effort to schedule meeting for investigation purposes.	0.10	NO CHARGE
	MNM	Telephone call from Kelsey Ledford; Correspondence to and from Paralegal Diana Romano regarding same.	0.30	60.00
4/7/2016	MNM	Correspondence from Alicia Stewart regarding request for information on upcoming interviews; Correspondence to Attorney Jeff Costolnick regarding same.	0.20	40.00
4/8/2016	JJC	Receive and review message from Kelsey Ledford seeking information regarding citizen complaint and return telephone call; Receive and review correspondence from Alicia Stewart seeking outline for upcoming meeting and respond via telephone call.	0.20	40.00
4/11/2016	JJC	Telephone call to Council Member Rodney Kendall regarding Phase II interview; Telephone call to Bill Sowers regarding Phase II interview; Lengthy meeting with attorney Megan Martin regarding preparation for Phase II investigation interviews on April 14; Prepare Phase II interview schedule in preparation for April 14 interviews; Prepare and draft interview preamble and interview questions for Phase II interview of Finance Director Alicia Stewart.	1.20	240.00

4/12/2016	JJC	Further research contact information for Bill Sowers, including multiple telephone calls to City of Blue Ridge City Hall in effort to obtain current contact information for Bill Sowers; Numerous further attempted telephone calls to Bill Sowers regarding Phase II interview; Prepare and draft interview preamble for Phase II of investigation; continue drafting interview questions for Phase II interview of Alicia Stewart; Prepare and draft interview questions for Phase II interview of Johnny Searcy; Prepare and draft interview questions for Phase II interview of Mayor Whitener.	3.20	640.00
4/13/2016	JJC	Revise and supplement outline of interview questions for Phase II interview of Mayor Whitener; Prepare and draft outline of interview questions for Phase II interview of Council Member Angie Arp; Prepare and draft outline of interview questions for Phase II interview of Police Deputies; Telephone call to Council Member Angie Arp regarding change to interview time for efficiency purposes; Telephone conversation with Alicia Stewart regarding documentation for upcoming interview; Meeting with attorney Megan Martin regarding strategy and plan of action for upcoming Phase II interviews and further discussion of master list issues to be addressed; Revise and supplement all interview outlines with further line of questioning regarding additional issues for consideration; Prepare potential exhibits and file materials for upcoming interviews.	2.80	560.00
	MNM	Lengthy preparation and review of file materials regarding 4/14/16 commencement of Phase II of investigation; Meeting with Attorney Jeff Costolnick regarding same.	3.20	640.00
4/14/2016	JJC	Prepare for, travel to, and attend Phase II investigation interviews of Finance Director Alicia Stewart, Police Chief Johnny Searce, Mayor Donne Whitener, and Council Member Angie Arp in Blue Ridge, Georgia.	7.60	1,520.00
	MNM	Plan, prepare for, travel to and from Blue Ridge, Georgia and conduct interviews of (1) Angie Arp; (2) Mayor Whitener; (3) Police Chief Searcy; and (4) Alicia Stewart.	7.60	1,520.00
4/15/2016	KEJ	Meeting with attorney Megan Martin regarding Blue Ridge investigation status.	0.30	60.00
4/18/2016	JJC	Plan, prepare for, and participate in Phase II investigation interview of Lt. Gary Huffman via telephone conference call; Telephone call to Council Member Angie Arp regarding follow up to interview and request for additional information, and subsequent telephone call from Council Member Angie Arp in response to same.	0.70	140.00
4/28/2016	JJC	Telephone call to Frank Redford at Police and Sheriff's Press regarding further investigation of Police Department calendar sales; Telephone conversation with Vickie O'Neil regarding further investigation of Council Member Arp land purchase deals, and	1.90	380.00

preparation of attorney notes following telephone interview; Review and analyze tax assessor property value and purchase information regarding subject land sale deals involving Commissioner Arp and associated business; Receive and review correspondence from Cathy Higgins Community Editor for the The News Observer regarding numerous specific questions concerning Phase II of the investigation, and prepare responses to each written question regarding investigation; Receive and review correspondence from Laura Love at Fetch Your News regarding additional media questions concerning Phase II of the investigation, and prepare responses to each written question regarding investigation.

4/28/2016	MNM	Correspondence to and from Attorney Jeff Costolnick regarding status of preparing investigation report.	0.20	NO CHARGE
4/29/2016	JJC	Receipt and review correspondence from Alicia Stewart regarding further information and explanation concerning City policy for disposal or trade of City property; Prepare for interview of Frank Raiford and telephone call to Police & Sheriff's Press regarding follow up on same; Telephone interview of Frank Raiford with Police & Sheriff's Press and preparation of attorney notes regarding results of same.	0.80	160.00
<b>Total For Services</b>			30.40	\$6,020.00
<b>DISBURSEMENTS:</b>				
			QTY	
4/12/2016		Westlaw Research	1	3.60
<b>Disbursements Total</b>				\$3.60
<b>Balance Due</b>				<b>\$6,023.60</b>



FEI - GEORGIA WATERWORKS  
 187 POPLAR RD  
 MACON, GA 31201-8100

Deliver To: wil.beckom@ferguson.com  
 From: Kenneth Beckom  
 Comments:

13:44:30 APR 29 2016

FERGUSON WATERWORKS #554

Price Quotation

Page # 1

Phone : 478-746-4885

**Bid No.....:** B354124

**Bid Date.....:** 04/29/16

**Quoted By.:** KWB

**Cust** 706-632-2091

**Terms.....:** NET 10TH PROX

**Customer:** CITY OF BLUE RIDGE  
 480 WEST FIRST STREET  
 BLUE RIDGE, GA 30513

**Ship To:** CITY OF BLUE RIDGE  
 480 WEST FIRST STREET  
 BLUE RIDGE, GA 30513

**Cust PO#...:** SEWER CAMERA

**Job Name:** SEWER CAMERA

Item	Description	Quantity	Net Price	UM	Total
R48133	CS65 KIT 115V W/ BTRY & CRGR	1	4300.000	EA	4300.00
R13988	KD200 SELF LVL SEESNAKE REEL ONLY	1	7100.000	EA	7100.00
RID19238	NAVITRACK SCOUT PIPE & CABLE LCTR	1	1300.000	EA	1300.00
	SUBTOTAL				12700.00

**Net Total:** \$12700.00  
**Tax:** \$0.00  
**Freight:** \$0.00  
**Total:** \$12700.00

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This quote is offered contingent upon the buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at [http://wolseley.com/terms\\_conditionsSale.html](http://wolseley.com/terms_conditionsSale.html).  
 Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with \*NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.



CUSTOMER NO	QUOTING BRANCH	QUOTE NO	QUOTE DATE	PAGE
218472	FORTILINE SUWANEE	5550551	4/29/16	1

CUSTOMER	PROJECT INFORMATION
CITY OF BLUE RIDGE 480 WEST FIRST ST BLUE RIDGE, GA 30513	RIGID CAMERA

LINE	QTY	UOM	DESCRIPTION	UNIT PRICE	TOTAL PRICE
10	1	EA	REEL, 200' COLOR SELF LEVEL	7,080.1800	7,080.18
20	1	EA	KIT, CS65 115 W/2BAT&CHG+LIO	4,272.5800	4,272.58
90	1	EA	RIGID CAMERA LOACTOR	1,299.0000	1,299.00
			NOTE: RIDGID HAS PROMOTION THAT IS UP TODAY, FREE CAMERA LOCATOR IF COMMITMENT TO PURCHASE TODAY. THIS IS A \$1500.00 ITEM...		
				Subtotal:	12,651.76
				Tax:	.00
				Bid Total:	12,651.76

**ALL STOCK DELIVERIES ARE SUBJECT TO SHIPPING CHARGES**

All material is quoted for shipment within 30 days of bid or quote date. After 30 days,

ALL quote prices are subject to review, based on current market conditions.

Ent By DGP 5/02/16 9:12:54



**C&S SOLUTIONS EAST**

Estimate

PO Box 829  
Lexington, SC 29071

Phone # 803-834-2120      chad@locatorguys.com  
Fax # 888-235-3140      www.locatorguys.com

Date	Estimate #
6/1/2016	2264

Name / Address
CITY OF BLUE RIDGE

			Project
Description	Qty	Cost	Total
GATOR CAM 4+ WITH 200 FT REEL, 2" NTSC COLOR CAMERA, DVR AND FLASH DRIVE RECORDING-PART #-10/RD332NTSC2VR+10/RD332NTSC2VR+	1	8,000.00	8,000.00T
SHIPPING AND HANDLING		125.00	125.00
1 year warranty FREE ONSITE TRAINING. FREE LOANER IF EQUIPMENT GOES IN FOR SERVICE. C&S SOLUTIONS IS AUTHORIZED REPAIR FACILITY.		0.00	0.00T
ADDRESS ANY QUESTIONS TO CHAD BEALE-803-834-2120 APPLICABLE SALES TAX WILL APPLY		0.00%	0.00
		<b>Total</b>	<b>\$8,125.00</b>

SALES SERVICE SUPPORT

Customer Signature \_\_\_\_\_

**WELCH, WALKER & ASSOCIATES, PC, CPAs**

540 North Main Street  
Jasper, Georgia 30143  
706-253-3700

City of Blue Ridge, Georgia  
480 West First Street  
Blue Ridge, GA 30513

Date 6/2/2016  
Invoice No. A16014

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Interim billing for audit of financial statements for the year ended December 31, 2015.	\$ 10,000.00
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Current Amount Due This Invoice	<u>\$ 10,000.00</u>
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Please remit payment to the name and address listed above.

Tree City Nursery &  
 Landscaping  
 4420 OLD HWY  
 BLUE RIDGE, GA 30513  
 US  
 706-632-8733  
 treecity@tds.net



# Statement

TO  
 City Of Blue Ridge

STATEMENT NO. 1001  
 DATE 05/28/2016  
 TOTAL DUE \$3,894.61  
 ENCLOSED

DATE	ACTIVITY	AMOUNT	BALANCE
12/31/2015	Balance Forward		0.00
03/14/2016	Invoice #1473	28,176.70	28,176.70
03/17/2016	Invoice #1483	1,370.37	29,547.07
04/18/2016	Invoice #1501	1,344.63	30,891.70
04/20/2016	Invoice #1500	358.79	31,250.49
04/23/2016	Payment	-28,176.70	3,073.79
04/23/2016	Invoice #1515	119.70	3,193.49
04/24/2016	Payment	-1,370.37	1,823.12
04/25/2016	Invoice #1516	494.88	2,318.00
04/29/2016	Invoice #1502	778.05	3,096.05
05/17/2016	Invoice #1517	471.13	3,567.18
05/28/2016	Invoice #1524	327.43	3,894.61

*need copy*

Current Due	1-30 Days Past Due	31-60 Days Past Due	61-90 Days Past Due	90+ Days Past Due	Amount Due
1,293.44	2,601.17	0.00	0.00	0.00	<b>\$3,894.61</b>

Customer responsible to call the free Dig OK service to locate ALL utilities.  
 #811 from your cell or from landline 1-800-282-7411

Tree City Nursery & Landscaping  
 4420 OLD HWY  
 BLUE RIDGE, GA 30513 US  
 706-632-8733  
 treecity@tds.net



# Invoice

**BILL TO**

City Of Blue Ridge  
 PARKS Dept - Philip

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
1500	04/20/2016	\$358.79	05/01/2016	Due on receipt	

ACTIVITY	QTY	RATE	AMOUNT
<b>Misc</b> Demon insecticide	1	16.99	16.99
<b>Misc</b> 2.5# Roundup Quick-Pro granular	1	129.99	129.99
<b>Misc</b> 18-6-8 Nutricote 6month fertilize	1	139.99	139.99
<b>Mulch - Dark Brown</b> 2cu ft bag brown Nuggets	18	3.99	71.82

3% Convenience Charge will be added to balance due for all credit card transactions on landscaping

**BALANCE DUE**

**\$358.79**

\*\* use link below to use bank account for secure online (free) ACH payment  
 {copy & paste}  
<https://ipn.intuit.com/pay/TreeCityNurseryLandscaping>

Tree City Nursery & Landscaping  
 4420 OLD HWY  
 BLUE RIDGE, GA 30513 US  
 706-632-8733  
 treecity@tds.net



Invoice

BILL TO  
 City Of Blue Ridge  
 PARKS / Mayor

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
1501	04/18/2016	\$1,344.63	05/01/2016	Due on receipt	

ACTIVITY	QTY	RATE	AMOUNT
<b>Mulch - Dark Brown</b> 4-11-16 pickup 2cu ft bag brown Nuggets	65	3.99	259.35
<b>Mulch - Dark Brown</b> 4-12-16 pickup 2cu ft bag brown pine bark mulch	130	3.99	518.70
<b>Mulch - Dark Brown</b> 4-13-16 pickup 2cu ft bag brown pine bark mulch	142	3.99	566.58

3% Convenience Charge will be added to balance due for all credit card transactions on landscaping  
 \*\* use link below to use bank account for secure online (free) ACH payment {copy & paste}  
<https://ipn.intuit.com/pay/TreeCityNurseryLandscaping>

BALANCE DUE **\$1,344.63**

Tree City Nursery & Landscaping  
 4420 OLD HWY  
 BLUE RIDGE, GA 30513 US  
 706-632-8733  
 treecity@tds.net

Invoice



BILL TO

City Of Blue Ridge  
 Park- Mayor

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
1502	04/29/2016	\$778.05	05/01/2016	Due on receipt	

ACTIVITY	QTY	RATE	AMOUNT
<b>Mulch - Dark Brown</b> 4-20-16 2cu ft bag brown pine bark mulch	195	3.99	778.05
<b>BALANCE DUE</b>			<b>\$778.05</b>

3% Convenience Charge will be added to balance due for all credit card transactions on landscaping  
 \*\* use link below to use bank account for secure online (free) ACH payment {copy & paste}  
<https://ipn.intuit.com/pay/TreeCityNurseryLandscaping>

Tree City Nursery & Landscaping  
 4420 OLD HWY  
 BLUE RIDGE, GA 30513 US  
 706-632-8733  
 treecity@tds.net

Invoice



BILL TO

City Of Blue Ridge  
 PO# 5044

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
1515	04/23/2016	\$119.70	05/23/2016	Due on receipt	

ACTIVITY	QTY	RATE	AMOUNT
<b>Mulch - Dark Brown</b> 2cu ft bag brown mulch	30	3.99	119.70
<b>BALANCE DUE</b>			<b>\$119.70</b>

3% Convenience Charge will be added to balance due for all credit card transactions on landscaping  
 \*\* use link below to use bank account for secure online (free) ACH payment  
 {copy & paste}  
<https://ipn.intuit.com/pay/TreeCityNurseryLandscaping>

Tree City Nursery & Landscaping  
 4420 OLD HWY  
 BLUE RIDGE, GA 30513 US  
 706-632-8733  
 treecity@tds.net



Invoice

BILL TO

City Of Blue Ridge  
 Park/depot (Gail)

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
1516	04/25/2016	\$494.88	05/30/2016	Due on receipt	

ACTIVITY	QTY	RATE	AMOUNT
<b>Mulch - Dark Brown</b> 2cu ft bag brown mulch	35	3.99	139.65
<b>Misc</b> flats of Begonia	4	18.99	75.96
<b>Misc</b> soil, annuals	24	3.99	95.76
<b>Misc</b> annuals	30	1.99	59.70
<b>Misc</b> perennials	9	6.99	62.91
<b>Misc</b> perennials	2	5.50	11.00
<b>Misc</b> perennials	10	4.99	49.90

3% Convenience Charge will be added to balance due for all credit card transactions on landscaping  
 \*\* use link below to use bank account for secure online (free) ACH payment (copy & paste)  
<https://ipn.intuit.com/pay/TreeCityNurseryLandscaping>

**BALANCE DUE \$494.88**

Tree City Nursery & Landscaping  
 4420 OLD HWY  
 BLUE RIDGE, GA 30513 US  
 706-632-8733  
 treecity@tds.net

Invoice



BILL TO

City Of Blue Ridge

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
1524	05/28/2016	\$327.43	06/01/2016	Due on receipt	

ACTIVITY	QTY	RATE	AMOUNT
<b>Mulch - Cypress</b>	4	3.99	15.96
<b>Black Kow</b> Black Kow composted manure mix 40# bag	4	6.99	27.96
<b>Quart Perennial</b> assorted -Sectrecia	20	4.25	85.00
<b>Misc</b> assorted - Lantana	20	3.99	79.80
<b>Pine Bark Nuggets</b> 2cu ft bag pine bark nuggets	17	3.99	67.83
<b>1gal Perennial</b> perennial plant/flower	1	6.99	6.99
<b>Top Soil</b> soil, compost & conditioner blend - 40# bag	3	3.99	11.97
<b>Mulch - Dark Brown</b> 2cu ft bag pine bark brown mulch	8	3.99	31.92

BALANCE DUE

**\$327.43**

3% Convenience Charge will be added to balance due for all credit card transactions on landscaping  
 \*\* use link below to use bank account for secure online (free) ACH payment {copy & paste}  
<https://ipn.intuit.com/pay/TreeCityNurseryLandscaping>



**INVOICE**

INVOICE NO  
2131

SOLD TO City of Blue Ridge  
480 West First Street  
Blue Ridge, GA 30513

SHIP TO 2016 Overlay and Patching

ACCOUNT NO.	TERMS	INVOICE DATE	PAGE
COBR	COD	5/31/2016	1

DESCRIPTION	UNIT PRICE	EXTENDED
Asphalt patch on Mountain Street (Patch after water line break)	4200.00	4,200.00 *

TOTAL AMOUNT 4,200.00

**PAYMENT IS DUE UPON RECEIPT**

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Office: (706) 632-2255 • Fax: (706) 632-2256  
Physical & Mailing Address: 302 Tom Boyd Road • Blue Ridge, GA 30513



Remit To: Harris Computer Systems  
 62133 Collections Center Drive  
 Chicago, IL 60693-0621

Invoice **LGMN0000002062**  
 Date **7/7/2015**  
 Page **1 of 1**

**Ship to**

Blue Ridge, City of  
 Mr. Bill Sowers / Alicia (A/P)  
 480 West First Street  
 Blue Ridge, GA 30513  
 USA

**Bill to**

Blue Ridge, City of  
 Mr. Bill Sowers / Alicia (A/P)  
 480 West First Street  
 Blue Ridge, GA 30513  
 USA

PO Number	Customer No.	Salesperson ID	Shipping Method	Payment Terms
WAW-60307	BLU10		DELIVERY	Due Upon Receipt

Ordered	Item Number	Description	Unit Price	Ext Price
1.00	NOTE	Prorated Maintenance Support January 1/15 - July 31/15 (7months)	US\$0.00	US\$0.00
1.00	CSI-HLG MAINT	Construction Permits	US\$407.40	US\$407.40
1.00	NOTE	Annual Maintenance Support August 1/15 - July 31/16	US\$0.00	US\$0.00
1.00	CSI-HLG MAINT	Construction Permits	US\$698.50	US\$698.50
Invoice Questions? Please call Brenda Leishman, 1-888-847-7747 ext 2619 or e-mail BLeishman@harriscomputer.com			Subtotal	US\$1,105.90
			Misc	US\$0.00
			Tax	US\$0.00
			Freight	US\$0.00
			Trade Discount	US\$0.00
			<b>Total</b>	<b>US\$1,105.90</b>

**PURCHASE ORDER**

DATE June 15, 2014

**27665**

THIS NO. MUST APPEAR ON INVOICE,  
B/L, CASES, BUNDLES, PACKING LISTS,  
AND CORRESPONDENCE

TO <u>Harris</u> _____ _____ _____	<b>CITY OF BLUE RIDGE</b> 480 West First Street Blue Ridge, Georgia 30513
---	---

PLEASE SHIP THE FOLLOWING MERCHANDISE:      TERMS      F.O.B.      SHIPPING DATE

QUANTITY	UNIT	STOCK NO.	DESCRIPTION	PRICE	UNIT	AMOUNT
			Invoice No.			1,200.00
			LGMN00000002493			
			(attached)			

ACKNOWLEDGE ORDER AND STATE WHEN YOU WILL SHIP.

*Approved at June 14, 2014  
Council Meeting*

CP-3630

REQ. \_\_\_\_\_  
 PA. *Kelley Kober*



Remit To: Harris Computer Systems  
 62133 Collections Center Drive  
 Chicago, IL 60693-0621

Invoice **LGMN00000002493**  
 Date **12/30/2015**  
 Page **1 of 1**

**Ship to**

Blue Ridge, City of  
 Mr. Bill Sowers / Alicia (A/P)  
 480 West First Street  
 Blue Ridge, GA 30513  
 USA

**Bill to**

Blue Ridge, City of  
 Mr. Bill Sowers / Alicia (A/P)  
 480 West First Street  
 Blue Ridge, GA 30513  
 USA

PO Number	Customer No.	Salesperson ID	Shipping Method	Payment Terms
	BLU10		DELIVERY	Due Upon Receipt

Ordered	Item Number	Description	Unit Price	Ext Price
1.00	NOTE	New SmartFusion Maintenance: Prorated Dec.1/15 - July 31/16 to align to annual cycle	US\$0.00	US\$0.00
1.00	CSI-HLG SAAS	MYGOVHUB Online Utility Payments Annual Subscription (\$1800/annual)	US\$1,200.00	US\$1,200.00
Please note we do require 90-day written notice in order to cancel modules without a penalty fee.			Subtotal	US\$1,200.00
Invoice Questions? Please call Brenda Leishman, 1-888-847-7747 ext 2619 or e-mail BLeishman@harriscomputer.com			Misc	US\$0.00
			Tax	US\$0.00
			Freight	US\$0.00
			Trade Discount	US\$0.00
			Total	US\$1,200.00

**PURCHASE ORDER**

DATE June 15, 2014

**27666**

THIS NO. MUST APPEAR ON INVOICE,  
B/L, CASES, BUNDLES, PACKING LISTS,  
AND CORRESPONDENCE

TO <u>Harris</u> _____ _____ _____	<b>CITY OF BLUE RIDGE</b> 480 West First Street Blue Ridge, Georgia 30513
---	---

PLEASE SHIP THE FOLLOWING MERCHANDISE:			TERMS	F.O.B.	SHIPPING DATE		
QUANTITY	UNIT	STOCK NO.	DESCRIPTION	PRICE	UNIT	AMOUNT	
			Invoice NO.				25,848.38
			LGMP 00000062928				
			(attached)				

ACKNOWLEDGE ORDER AND STATE WHEN YOU WILL SHIP.

*Approved at June 14, 2014  
Council Meeting*

REQ. \_\_\_\_\_  
 PA. Kelley Redford



Remit To: Harris Computer Systems  
 62133 Collections Center Drive  
 Chicago, IL 60693-0621

Invoice **LGMN0000002928**  
 Date **5/20/2016**  
 Page **1 of 1**

**Ship to**

Blue Ridge, City of  
 Mr. Bill Sowers / Alicia (A/P)  
 480 West First Street  
 Blue Ridge, GA 30513  
 USA

**Bill to**

Blue Ridge, City of  
 Mr. Bill Sowers / Alicia (A/P)  
 480 West First Street  
 Blue Ridge, GA 30513  
 USA

PO Number	Customer No.	Salesperson ID	Shipping Method	Payment Terms
	BLU10		DELIVERY	Due Upon Receipt

Ordered	Item Number	Description	Unit Price	Ext Price
	1.00	NOTE	US\$0.00	US\$0.00
	1.00	Annual SmartFusion Maintenance: August 1/2016 - July 31/2017		
	1.00	CSI-HLG MAINT	US\$2,036.20	US\$2,036.20
	1.00	Accounts Payable		
	1.00	CSI-HLG MAINT	US\$1,720.33	US\$1,720.33
	1.00	Budget Preparation		
	1.00	CSI-HLG MAINT	US\$571.71	US\$571.71
	1.00	Check Reconciliation		
	1.00	CSI-HLG MAINT	US\$2,754.09	US\$2,754.09
	1.00	Fund Ledger		
	1.00	CSI-HLG MAINT	US\$861.47	US\$861.47
	1.00	System Manager		
	1.00	CSI-HLG MAINT	US\$1,370.53	US\$1,370.53
	1.00	Occupational Tax		
	1.00	CSI-HLG MAINT	US\$1,031.16	US\$1,031.16
	1.00	Cash Collections		
	1.00	CSI-HLG MAINT	US\$1,879.56	US\$1,879.56
	1.00	Tax Manager		
	1.00	CSI-HLG MAINT	US\$1,392.27	US\$1,392.27
	1.00	Annual Tax Update		
	1.00	CSI-HLG MAINT	US\$3,967.97	US\$3,967.97
	1.00	Utility Billing		
	1.00	CSI-HLG MAINT	US\$835.36	US\$835.36
	1.00	Ittron Utility Handheld Interface		
	1.00	CSI-HLG MAINT	US\$835.36	US\$835.36
	1.00	Utility Billing Work Orders		
	1.00	CSI-HLG MAINT	US\$3,161.01	US\$3,161.01
	1.00	Application Delivery Software Support		
	1.00	CSI-HLG TPM	US\$601.46	US\$601.46
	1.00	DeliveryPoint Application License 1 Year Maint		
	1.00	CSI-HLG MAINT	US\$263.94	US\$263.94
	1.00	SmartQuery		
	1.00	CSI-HLG MAINT	US\$715.96	US\$715.96
	1.00	Construction Permits		
	1.00	CSI-HLG SAAS	US\$1,845.00	US\$1,845.00
	1.00	MYGOVHUB Online Utility Payments Annual Subscription		
	1.00	NOTE	US\$0.00	US\$0.00
		Basic Gemini Data Backup & Recovery included		
Please note we do require 90-day written notice in order to cancel modules without a penalty fee.			Subtotal	US\$25,843.38
			Misc	US\$0.00
			Tax	US\$0.00
			Freight	US\$0.00
			Trade Discount	US\$0.00
Invoice Questions? Please call Brenda Leishman, 1-888-847-7747 ext 2619 or e-mail BLEishman@harriscomputer.com			Total	US\$25,843.38